

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. August 25, 2009

First Floor Boardroom
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on August 18, 2009

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 3)

1. *ZON2009-00021 – City zone change from SF-5 Single-Family Residential (“SF-5”) to NR Neighborhood Retail (“NR”); generally located north and east of the intersection of Meridian and 53rd Street North, 2404 West 53rd Street North. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change subject to the guarantee of the extension of sewer service to the site prior to publication of the zone change, and withhold publication of ordinance until the guarantee of the extension of sewer service has been acquired; OR 2) Return the application to the MAPC for reconsideration.
(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

2. *DER 2009-01-Amendments to the Wichita-Sedgwick County Subdivision Regulations.

RECOMMENDED ACTION: Approve the amendments to the Wichita-Sedgwick County Subdivision Regulations and place the ordinance on first reading.

3. *A09-09 Request by Timothy Rokisky of KI Wichita Properties, LLC to annex lands generally located north of MacArthur Road and east of West Street. (District IV)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *General Services Administration - U.S. Government Lease for Real Property Supplemental Lease Agreement No. 2.

RECOMMENDED ACTION: Approve the supplemental lease agreement and authorize necessary signatures.

2. *Smarte Carte, Inc. - Supplemental Agreement No. 2.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 2, and authorize necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 17)

1. Report of Board of Bids and Contracts dated August 24, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2009</u>	
Valerie Washington	Xcitement Video	3909 West Pawnee

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Jeff Clark	Ralph Wulz Riverside Tennis Center*	551 Nims Street
Linda M Soria	Cholita's*	8987 West Central

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Sanitary Sewer in Brookhaven Estates Second Addition, north of Central, west of 159th Street East.
(District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Deeds and Easements:

- a. Permanent Easement from Jack L. and Patsy L. Shelton dated June 5, 2009 for a tract of land lying in the Southwest Quarter, Section 24, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas (OCA 607861)
- b. Water Distribution System Easement from JBL, INC for a tract of land lying part of Lot 7, Washington Heights Addition, Wichita, Sedgwick County, Kansas (OCA 607861)
- c. Façade Easement Façade Improvement Program from Delano Barbeque Partners, LLC dated May 22, 2009 for an easement located in Lots 102, 104 and 106 adjacent to Chicago now Douglas, West Wichita Addition to Wichita, Sedgwick County, Kansas (OCA 607861)

RECOMMENDED ACTION: Accept documents.

7. Consideration of Street Closures/Uses.

RECOMMENDED ACTION: Approve street closure.

8. Agreements/Contracts:

- a. Lawrence-Dumont Stadium-CIP Funded Improvements. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Change Orders:

- a. Washington at Waterman Intersection Improvement. (District I)
- b. Topeka Street Improvement, between Dewey and Waterman. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

10. Property Acquisitions:

- a. Partial Acquisition of 400 East 47th Street South for the I-135/47th Street South Interchange Project. (District III)
- b. Partial Acquisition at 1202 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- c. Partial Acquisition of 3557 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- d. Partial Acquisition at 3556 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- e. Partial Acquisition of 1610 South Dowell for the Greenwich: Harry to Kellogg Improvement Project. (District II)
- f. Partial Acquisition of 11200 East Bayley for the Greenwich: Harry to Kellogg Improvement Project. (District II)
- g. Partial Acquisition of Land at the southwest corner of Maize and Pawnee for the Maize: Pawnee to Kellogg Improvement Project. (District IV)
- h. Acquisition of Sewer Easements at 800 South Lakewood Drive for the Crestview Country Club Interceptor, Phase II. (District II)
- i. Acquisition of a Drainage Easement from 1316 West 47th Street South associated with the paving of Elizabeth and 46th Street South. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Arts Council, July 9, 2009

Wichita Airport Advisory Board, July 13, 2009

Wichita Employee's Retirement Board/Police and Fire Retirement Board, July 2, 2009

Wichita Public Library, July 21, 2009

RECOMMENDED ACTION: Receive and file.

12. Senior Management Report for June 2009. (See Attached)

RECOMMENDED ACTION: Receive and file.

13. Report on Claims for July 2009.

<u>Name of Claimant</u>	<u>Amount</u>
Baty, Blake	\$1,180.29
Catlin, Dale	\$93.54
Goodman, April	\$250.00
Ledbetter, Becky	\$525.00**
Minear, Brad	\$75.71
Riordan, Alice	\$66.91

RECOMMENDED ACTION: Receive and file.

14. Phase II C&D Disposal Site Expansion at the Brooks Landfill. (District VI)

RECOMMENDED ACTION: Approve the construction and authorize the necessary budget transfer.

15. Bentley Wellfield Water Quality Sampling and Reporting - Supplemental Agreement.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

16. Mid-Continent Water Quality Reclamation Facility - Lease Agreement.

RECOMMENDED ACTION: Approve the Lease Agreement; approve the 2009 expenditure; and authorize the Director of Water Utilities to sign the lease on behalf of the City and authorize other necessary signatures.

17. Structural Inventory and Appraisal of 293 Bridges.

RECOMMENDED ACTION: Approve the project; place the ordinance on first reading; approve the agreement; and authorize the signing of State/Federal agreements as required.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
August 25, 2009

TO: Mayor and City Council

SUBJECT: ZON2009-00021 – City zone change from SF-5 Single-Family Residential (“SF-5”) to NR Neighborhood Retail (“NR”); generally located north and east of the intersection of Meridian and 53rd Street North (2404 W. 53rd St. N.) (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB VI Recommendation: Approve, (5-0).

MAPC Recommendation: Approve, subject to staff recommendations, (12-0).

MAPD Staff Recommendation: Approve.



Background: The applicant is requesting NR Neighborhood Retail (“NR”) zoning on Lot 9, except for the south 10 feet for street, Anderson Acres Addition, located north and east of the intersection of Meridian and 53rd Street North. The site is currently zoned SF-5 Single-family Residential (“SF-5”) and is vacant. The site has approximately 100 feet of frontage along 53rd Street North. The site also has access to 53rd Street North, a street classified as a “minor arterial.”

The site is the last remaining non-commercially zoned property along the block fronting 53rd Street North, between Meridian and Sedgwick Avenues. Properties between the subject site and Meridian Avenue are zoned LC Limited Commercial (“LC”). The applicant desires to rezone his property to NR, a less intense zone designation than LC that is a more appropriate zoning due to its close proximity to residentially zoned property, so that he may develop a building with office uses or a “personal improvement” type use.

Property to the east of the site is zoned SF-5 and is currently developed with a residence. Property located north of the site is zoned SF-5 and is currently undeveloped. Property south of the subject site, across 53rd Street North, is zoned LC and is developed with a warehouse/retail use. Property west of the subject site is zoned LC and is developed with a convenience store.

Analysis: This case was heard at the District VI Advisory Board meeting held on July 15, 2009. At that meeting, the DAB voted 5-0 to approve the request as long as the sewer benefit gives some cost curtailment to the neighborhood; however, no recordable vote was taken due to lack of a quorum. There were no comments from the public and the board members had just a couple questions including:

- If neighbors would be forced to be a part of a benefit district?
- Who checks to make sure all the requirements in the staff report are met?
- It’s odd that the area has water service, but not sewer.

At the MAPC meeting held July 23, 2009, the MAPC voted (12-0) to recommend approval of the request for NR zoning subject to the staff recommendation of guaranteeing of the extension of sewer service to the site prior to the publication of the zone change. There were no citizens who spoke on the case.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the guarantee of the extension of sewer service to the site prior to publication of the zone change, and withhold publication of ordinance until the guarantee of the extension of sewer service has been acquired; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachment(s):

- DAB VI Memo
- MAPC Minutes
- Ordinance



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **ZON2009-00021** City zone change from SF-5 Single-Family Residential to NR Neighborhood Retail; generally located north and east of the intersection of North Meridian and 53rd Street West (2404 W. 53rd St. N).

DATE: July 17, 2009

On Wednesday, July 15, 2009 the District VI Advisory Board (DAB) considered a City zone change from SF-5 Single-Family Residential to NR Neighborhood Retail; generally located north and east of the intersection of North Meridian and 53rd Street West (2404 W. 53rd St. N)

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- Will the neighbors surrounding this zone request complain due to sewer hook-up if requested?
- Who checks to make sure all the requirements in the staff report are met?
- It's odd that the area has water service but not sewer.

There were no public present to speak in favor or opposition of the request.

******Action:** Individual DAB Members in attendance expressed support for the recommended action, Approval (5-0) of the zone change request as long as the sewer benefit gives some cost curtailment to the neighborhood but no recordable vote was taken due to lack of a quorum.

Please review this information when **ZON2009-00021** is considered.

mtd

EXCERPT OF THE JULY 23, 2009 MAPC HEARING

Case No.: ZON2009-21 – Adam Dominguez (Owner/Applicant) requests a City zone change from SF-5 Single-family Residential to NR Neighborhood Retail on property described as:

Lot 9 except the South 10 feet for street, Block C, Anderson Acres Addition to Wichita, Sedgwick County, Kansas, generally located north and east of the intersection of North Meridian and 53rd Street West (2404 W. 53rd St. N).

BACKGROUND: The applicant is requesting NR Neighborhood Retail (“NR”) zoning on Lot 9, except for the south 10 feet for street, Anderson Acres Addition, located north and east of the intersection of North Meridian and 53rd Street North. The site is currently zoned SF-5 Single-family Residential (“SF-5”), and is vacant. The site has approximately 100 feet of frontage along 53rd Street. The site also has access to 53rd Street North, a street classified as being a minor arterial.

The site is the last remaining non-commercially zone property along the block fronting 53rd Street North, between North Meridian and Sedgwick Avenue. Properties between the subject site and Meridian Avenue are zoned LC Limited Commercial (“LC”). The applicant desires to rezone his property to NR, a less intense zone designation than LC which is a more appropriate zoning due to its close proximity to residentially zoned property, so that he may develop a building with office uses or a personal improvement type use.

Property to the east of the site is zoned SF-5 and is currently developed with a residence. Property located north of the site is zoned SF-5 and is currently undeveloped. Property south of the subject site, across 53rd Street North, is zoned LC and is developed with a warehouse/retail use. Property west of the subject site, is zoned LC and is developed with a convenience store.

CASE HISTORY: The site is Lot 9, except the south 10 feet for street, Anderson Acres Addition, Wichita, Sedgwick County, Kansas, which was recorded with the Register of Deeds August 27, 1951.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Vacant
SOUTH:	LC	Warehouse
EAST:	SF-5	Single-family Residence
WEST:	LC	Convenience Store

PUBLIC SERVICES: North Meridian Avenue is classified as a four-lane, paved principal arterial street. 53rd Street North, west of Meridian, is a paved two-lane collector street, while 53rd Street North east of Meridian, is a paved four-lane minor arterial. Traffic counts, according to the AADT Traffic Count Map revised in May 2007, counted traffic on North Meridian, at the intersection with 53rd Street North at 17,273 ADT’s (Average Daily Trips). Traffic counts along 53rd Street North, at the intersection with north Meridian Avenue are 9,897 ADT’s. Municipal water does serve the site; however, the site is not served by municipal sanitary sewer service. Sewer lines are located approximately 350 feet to the west of the subject site, across North Meridian Avenue.

CONFORMANCE TO PLANS/POLICIES: The “Wichita Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies the requested rezoning tract as appropriate for “urban residential.” The “urban residential” category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The requested NR zoning and the uses permitted in it could be classified as both “urban

residential” and “local commercial” especially since the uses allowed in the NR zone district reflect a mix of uses that are both allowed by right or by conditional use in residential and commercial zone districts. The “local commercial” category’s uses are local in their customer base and include: commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. However, the subject site is bordered to the west and south, across 53rd Street North, by properties categorized as “local commercial” on the land use guide and commercial uses are common near major intersections. The Comprehensive Plan objective for commercial/office use for areas outside downtown Wichita (**Objective III.B**) is to “develop future retail/commercial areas which complement existing commercial activities provide convenient access to the public and minimize detrimental impacts to other adjacent land uses,” as well as **Strategy III.B.6** which recommends that “traffic generated by commercial activities be channeled to the closest major thorough-fare with minimum impact upon local residential streets.” **Strategy III.B.3** seeks to reduce the number of access points along arterial streets; implementation of this strategy is through the Access Management Policy.

Commercial Locational Guideline #1 of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed development complies with this guideline. **Commercial Locational Guidelines #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use; **#5** commercially-generated traffic should not feed directly onto local residential streets; and **#6** commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as the CBD fringe; segments of Kellogg; established areas of similar development; and, areas where traffic patterns, surrounding land uses and utilities can support such development.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the NR Neighborhood Retail (“NR”) zoning be **APPROVED**, subject to the guarantee of the extension of sewer service to the site prior to the publication of the zone change.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property to the east of the site is zoned SF-5 and is currently developed with a residence. Property located north of the site is zoned SF-5 and is currently undeveloped. Property south of the subject site, across 53rd. Street North, is zoned LC and is developed with a warehouse/retail use. Property west of the subject site, is zoned LC and is developed with a convenience store.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5. The SF-5 zone district primarily restricts the site to residential uses. Given the existence of commercial and industrial uses immediately south and west of the application area, similar to the subject site, this site is becoming less desirable for infill residential development.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested zone change of SF-5 to NR is in character with the area and would not detrimentally affect nearby property, of which most of it is zoned LC and is developed with warehousing, retail, convenience store or office type uses.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Denial presumable could cause the applicant a relative economic loss. Approval would introduce a small retail, office or personal improvement service use that could be used by the residences in the immediate vicinity of the application area.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “Wichita Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies the requested rezoning tract as appropriate for “urban residential.” The “urban residential” category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The requested NR zoning and the uses permitted in it could be classified as both “urban residential” and “local commercial” especially since the uses allowed in the NR zone district reflect a mix of uses that are both allowed by right or by conditional use in the residential and commercial zone districts. The “local commercial” category’s uses are local in their customer base and include: commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. However, the subject site is bordered to the west and south, across 53rd Street North, by properties categorized as “local commercial” on the land use guide and commercial uses are common near major intersections.
6. **Impact of the proposed development on community facilities:** Approval of the request should not have a negative impact on community facilities; however, municipal sewer service is not available to this site at this time. Approval of this rezone request will be contingent on a guarantee of sewer extension to the site.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

MITCHELL moved, **HENTZEN** seconded the motion, and it carried (12-0).

ORDINANCE NO. 48-412

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00021

Zone change request from SF-5 Single-family Residential ("SF-5") to NR Neighborhood Retail ("NR") properties described as:

Lot 9 except the South 10 feet for street, Block C, Anderson Acres Addition to Wichita, Sedgwick County, Kansas

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this ____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

ZON2009-00021

Wichita City Council – August 25, 2009

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City of Wichita
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: DER 2009-01: Amendments to the Wichita-Sedgwick County Subdivision Regulations. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the amendments.

MAPC Recommendation: Approve the amendments. (10-1)

The negative vote reflected a Commissioner's concern with bicycle pathways.

Background: Revisions to Articles 7, 8 and 9 are minor changes involving language clarification and correction of terminology in regards to storm water issues. Revisions to Article 11 "Definitions" are proposed to provide consistency with the proposed amendments to the Wichita-Sedgwick County Unified Zoning Code (see attached Ordinance).

Legal Considerations: The amendments will affect properties both inside the city limits and in the unincorporated area of Sedgwick County. The City Council and the Board of Sedgwick County Commissioners will need to approve the amendments in order for them to be in full effect. The City's Law Department and the County's Legal Department have reviewed the amendments and approved as to form for the respective adopting Ordinance and Resolution.

Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Recommendations/Action: Approve the amendments to the Wichita-Sedgwick County Subdivision Regulations and place the Ordinance on first reading.

Attachment: Ordinance
Amendments to the Wichita-Sedgwick County Subdivision Regulations (Delineated)

Published in The Wichita Eagle September 4, 2009

ORDINANCE NO. 48-415

AN ORDINANCE AMENDING THE “WICHITA-SEDGWICK COUNTY SUBDIVISION REGULATIONS, DECEMBER 4, 2008 EDITION,” AS ADOPTED BY REFERENCE IN CITY OF WICHITA CODE SEC. 28.05.010 AS AMENDED BY ORDINANCE NO. 48-180

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita and Sedgwick County desire to amend The Wichita-Sedgwick County Subdivision Regulations to amend provisions regarding stormwater and definitions.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA;

SECTION 1. Section 28.05.020 of the Code of the City of Wichita shall read as follows:

Section 7-103 (A) of “The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition” as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

- (A) Special Flood Hazard Areas mapped on Flood Insurance Rate Maps produced by the Federal Emergency Management Agency (FEMA) are under the provisions of Chapter 27.06 of the City of Wichita Code or Chapter 13 of the Sedgwick County Code, which establishes requirements for the lowest floor elevation of residential structures as established by the Federal Flood Insurance Study. For each development in such Special Flood Hazard Areas, a Development Permit must be obtained from the local code enforcement agency. In addition, service facilities shall be elevated or floodproofed above the Base Flood Elevation in compliance with Chapter 27.06 of the City of Wichita Code. Land in Special Flood Hazard Areas may be subdivided or developed into platted lots or unplatted tracts or parcels subject to the provisions of the applicable code.

SECTION 2. Section 28.05.025 of the Code of the City of Wichita shall read as follows:

Section 7-103 (E) of “The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition” as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

- (E) All plats should be designated in North American Vertical Datum of 1988 (NAVD 88) to conform to the National Flood Insurance Program Studies.

SECTION 3. Section 28.05.030 of the Code of the City of Wichita shall read as follows:

Section 7-106 of “The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition” as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

7-106. Erosion Stormwater and Soil Control: Mitigation Plans to Control Pollution. The City or County Engineer will require mitigation plans to control pollution of storm water, in accordance with the applicable Stormwater Pollution Prevention ordinance or federal or state regulations, as part of the development plan for the subdivision. Any mitigation plans for the control of pollution of stormwater required by federal, state or local law, statute, regulation, ordinance, or resolution; or by any local National Pollution Discharge Elimination System permit, must be included as part of the development plan for the subdivision. On land subject to excessive soil movement by the

forces of wind and/or water and that may cause environmental health hazards, appropriate preventive measures shall be a part of the development plan for the subdivision.

SECTION 4. Section 28.05.035 of the Code of the City of Wichita shall read as follows:

Section 7-204 (N) of "The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition" as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

(N) For lots abutting local platted floodways, or in areas of inadequate drainage, the platting of a minimum building opening elevation shall be required. For lots in or abutting the mapped floodplain, the platting of the lowest floor elevation shall be required. The minimum building opening elevation shall be expressed in North American Vertical Datum of 1988 (NAVD 88). The elevation requirement shall be indicated on the face of the plat as well as referenced in the plat's text.

SECTION 5. Section 28.05.040 of the Code of the City of Wichita shall read as follows:

Section 8-102 of "The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition" as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended as follows:

In the list of Improvements, replace "Roadways, Alley, Curbs and Gutters, Sidewalks and Street Drainage Facilities" with "Roadways, Alley, Curbs and Gutters, Sidewalks" and also replace "Storm Sewer Systems/Storm Water Management" with "Storm Sewer Systems/Storm Water Management Facilities/Street Drainage Facilities".

In Column A, replace "Storm Water Engineer" with "City Engineer**".

After the chart, add the following, "***The City's Storm Water Engineer shall have oversight over all stormwater quality matters, requirements of the NPDES program, stormwater management plans, subdivision grading/drainage plans and watershed planning."

SECTION 6. Section 28.05.045 of the Code of the City of Wichita shall read as follows:

Section 8-103 (F) of "The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition" as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

(F) Storm Drainage System.

For urban subdivisions, a storm drainage system that is both separate and independent of the sanitary sewer system and meets all of the specifications and requirements of the appropriate engineer shall be required. Plans for mitigating stormwater pollution may be required by the engineer. The engineer shall use structural and nonstructural methods that prevent the degradation of stormwater quality to create a long-term, positive impact on the quality of stormwater runoff. Storm sewers shall be connected to the existing storm drainage system of the City where the subdivision is located, the system of the nearest city or to the nearest major water channel. If such connections are not available, other adequate means for the discharge of the storm drainage system shall be provided by the subdivider.

SECTION 7. Section 28.05.050 of the Code of the City of Wichita shall read as follows:

Section 8-103 (K) of "The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition" as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

(K) Best Stormwater Management Practices.

The subdivider shall take measures during construction to minimize soil erosion and sedimentation by wind or water, and to mitigate stormwater pollution as required by the City Engineer, Stormwater Engineer, County Engineer, and/or Chapter 16.32 of the City Code.

SECTION 8. Section 28.05.055 of the Code of the City of Wichita shall read as follows:

Section 9-103 (G) of "The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition" as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended to read as follows:

(G) All plans shall be based on North American Vertical Datum of 1988 (NAVD 88) for vertical control.

SECTION 9. Section 28.05.060 of the Code of the City of Wichita shall read as follows:

Section 11-102 of "The Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition" as adopted by reference in Section 28.05.010 of the Code of the City of Wichita as amended by Ordinance No. 48-180 is hereby amended by replacing the definitions for Abut, Alley, Benchmark, City, Comprehensive Development Plan, County, Lot line, Manufactured Home Park, Owner, Screening, Setback line, Street, and Topography with the following:

ABUT: Touching, adjoining or contiguous; as distinguished from lying near to or adjacent.

ALLEY: A public right-of-way along the side of or in the rear of lots intended to provide a secondary means of access to and from streets and the lots. An alley is not intended for general traffic circulation.

BENCHMARK: Surveying mark made in some object that is permanently fixed in the ground, showing the height of that point in relation to North American Vertical Datum of 1988 (NAVD 88).

CITY: The City is defined as the City of Wichita, Kansas, unless the context clearly indicates that another city is being referenced.

COMPREHENSIVE DEVELOPMENT PLAN: Preparing for Change: The Wichita-Sedgwick County Comprehensive Plan, as adopted by the Sedgwick County Board of Commissioners and the Wichita City Council in June 1993, the 2005 Update to the Wichita-Sedgwick County Comprehensive Plan: Preparing for Change, as adopted by the Sedgwick County Board of Commissioners and Wichita City Council in May 2005, and as amended from time to time.

COUNTY: The County is defined as unincorporated Sedgwick County, Kansas, unless the context clearly indicates that another meaning is intended.

LOT LINE: A line bounding a lot.

MANUFACTURED HOME PARK: A parcel of land that has been planned and improved in some manner, and used or intended to be used by occupied manufactured homes not placed on permanent foundations. The term "manufactured home park" does not include sales lots where unoccupied manufactured homes, whether new or used, are parked for the purposes of storage, inspection or sale; nor does it include a tract of land where a manufactured home as a second dwelling unit has been permitted on a temporary basis as a conditional use in accordance with the Wichita-Sedgwick County Unified Zoning Code.

OWNER: The property owner of record.

SCREENING: Decorative fencing, walls, vegetation or landscaped earth berms maintained for the purpose of concealing from view the area behind such fence, wall, vegetation or berms.

SETBACK LINE: The line that is the distance that is required by the Wichita-Sedgwick County Unified Zoning Code between a principal structure or accessory structure and the property line of the lot on which the structure is located. Also known as building setback line or yard line.

STREET: A public thoroughfare of such width to conform to these Regulations.

TOPOGRAPHY: The configuration of a surface area showing North American Vertical Datum of 1988 (NAVD 88).

SECTION 10. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas, this 1st day of September, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

PART 1. GENERAL STANDARDS.

7-101. Scope. All subdivision of land subject to these Regulations shall conform to the design standards of this Article.

7-102. Development Plan. A subdivision shall conform to the Comprehensive Plan of the metropolitan area.

7-103. Land Subject to Flooding.

- (A) Special Flood Hazard Areas mapped on Flood Insurance Rate Maps produced by the Federal Emergency Management Agency (FEMA) are under the provisions of Chapter ~~27-04~~ 27.06 of the City of Wichita Code or Chapter 13 of the Sedgwick County Code, which establishes requirements for the lowest floor elevation of residential structures as established by the Federal Flood Insurance Study. For each development in such Special Flood Hazard Areas, a Development Permit must be obtained from the local code enforcement agency. In addition, service facilities shall be elevated or floodproofed above the Base Flood Elevation in compliance with Chapter ~~27-04~~ 27.06 of the City of Wichita Code. Land in Special Flood Hazard Areas may be subdivided or developed into platted lots or unplatted tracts or parcels subject to the provisions of the applicable code.
- (B) Local flooding sources or areas of poor drainage, as determined by the City or County Engineer, may be subdivided or developed into platted lots, or unplatted tracts or parcels for residential or other use, provided that minimum building opening elevations are established on each specific building site subject to approval by the appropriate Engineer. Data, maps and other records used in making determination of flooding and minimum building opening elevations are considered public documents and may be made available for examination.
- (C) When a Building/Development permit is issued that requires a lowest floor or minimum building opening or structurally flood-proofed elevation, the permitting agency shall not issue a Certificate of Occupancy until provided a completed, professionally certified, Elevation Certificate that proves compliance with the Building/Development Permit conditions of minimum elevation and has been recorded, at the applicant's expense, with the Register of Deeds.
- (D) No construction is permitted in a designated floodway unless specifically authorized by the applicable engineer.
- (E) All plats should be designated in North American Vertical Datum of 1988 (NAVD_88) to conform to the National Flood Insurance Program Studies.

7-104. Access. All lots, tracts or parcels located in any subdivision or unplatted development shall be served directly by a public street, except that private streets may be permitted as a part of a plat approved by the appropriate governing body. Private streets may be permitted to serve an unplatted tract, parcel or platted lot if there is an irrevocable covenant of record to provide for the perpetual ownership, continuance and maintenance of the private street. The covenant must be approved by the governing body whose engineer approves streets per Section 8-102 of these Regulations.

7-105. Parks, Playgrounds, Open Space, Schools and Public Facility Sites. The Planning Commission may require, as a condition of approval for any residential subdivision, the following:

(A) That the subdivider offers to sell to the appropriate public body, agency or authority, lands, sites and locations for parks, playgrounds, open space, schools or other public facilities. If the public body, agency or authority purchases any lands, sites or locations offered prior to the date the subdivider's plat is recorded with the Register of Deeds, the market price for the lands, sites or locations shall be computed as the proportion of the fair market value of the entire subdivision area as undivided land as of the date the subdivider submits his preliminary plat for approval, plus that percentage of the costs of improvements required as a part of the plat allocable to the portion of land being purchased. If a preliminary plat is not required to be submitted, then the market price shall be computed as the proportion of the fair market value of the entire subdivision area as undivided land, as of the date the subdivider submitted the application for subdivision approval.

(B) That the subdivider reserve for sale to the appropriate public body, agency or authority, lands, sites, and locations for parks, playground, open space, schools or other public facilities. The subdivider shall not, however, be required to reserve the lands, sites and locations for a period longer than:

- 1) Two (2) years after the date of recording the subdivision plat with the Register of Deeds, or
- 2) Sixty (60) days after actual construction has commenced on seventy-five (75) percent of the residential units in the subdivision, whichever results in a longer period of time.

The market price for such lands, sites, and locations shall be their fair market value as of the date that the public body, agency or authority notifies the subdivider, in writing, of its intention to purchase the lands, sites or locations or portions thereof. Added to the market price shall be the percentage of the costs of improvements required as a part of the plat allocable to the portion being reserved, plus all taxes and assessments that have been paid from the time the reservation of land was required until the lands are purchased.

(C) The subdivider may choose to include private parks, playgrounds, and/or open space as a part of the residential subdivision. These regulations do not include any minimum requirements regarding acreage or level of improvement for such facilities. However, in order to help meet the recreation needs of the future residents, subdividers are encouraged to provide such private facilities in their developments, or alternatively, to enter into partnership agreements with the applicable governing body, with the costs of providing land and making improvements to public parks, playgrounds and/or open space within the subdivision being shared equitably between the subdivider and the governing body.

7-106. Erosion Stormwater and Soil Control. : Mitigation Plans to Control Pollution. The City or County Engineer may will require mitigation plans to control pollution of storm water, in accordance with the applicable Stormwater Pollution Prevention ordinance or federal or state regulations, as part of the development plan for the subdivision. Any mitigation plans for the control of pollution of stormwater required by federal, state or local law, statute, regulation, ordinance, or resolution; or by any local National Pollution Discharge Elimination System permit, must be included as part of the development plan for the subdivision. -On land subject to excessive soil movement by the forces of wind and/or water and that may cause environmental health hazards, appropriate preventive measures shall be a part of the development plan for the subdivision.

7-107. Land Located Within the Flight Paths of Public-Owned Airports. Land located within established flight paths and noise impact areas of public-owned airports shall be required to grant a permanent avigation easement to the public. The Aircraft Noise Control and Land Use Compatibility (ANCLUC) study shall be used to identify the noise impact areas around Wichita Mid-Continent Airport and Jabara Airport. The Air Installation Compatible Use Zone (AICUZ) study shall be used to identify the noise impact areas around McConnell Air Force Base. The avigational easement shall allow aircraft to operate within the "navigable airspace" as defined by the Federal Aviation Act of 1958 and shall waive, as to the public authority only, any and all claims for damage any kind whatsoever incurred as a result of aircraft using the navigable airspace. Along with the avigational easement, there shall be submitted a restrictive covenant that states that any building constructed on land covered by the avigational easement shall be designed and constructed to minimize noise pollution, by giving due consideration to the use for which the structure is designed and built. The restrictive covenant shall also state that the land covered by the avigational easement is exposed at times to aircraft noise that may infringe upon a resident's enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being.

PART 2. SPECIFIC STANDARDS

7-201. Streets - Layout and Design.

(A) The arrangement, character, extent, width, grade and location of all streets shall conform to the comprehensive plan and shall be considered relative to existing and planned streets, topographical conditions, public convenience, public safety and the proposed uses of the land to be served by the streets.

(B) In the event an overall development plan for an area is not in existence, the arrangement of streets in a subdivision shall either:

- (1) Provide for the continuation of existing streets in the surrounding areas; or
- (2) Conform to a development plan for the neighborhood approved by the Planning Commission to meet a particular situation where topographic or other conditions make continuance or conformance to existing streets impractical.

(C) Local streets shall be laid out so that their use by through traffic will be discouraged.

(D) If a subdivision abuts or contains an existing or proposed limited access highway or arterial street, the

Planning Commission may require frontage roads, reverse frontage lots with access control provisions

along the rear property line, deep lots with rear service alleys or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

- (E) If a subdivision borders on or contains a railroad right-of-way or a limited access highway, the Planning Commission may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land. Such distance shall also be determined with due regard for the requirements of approach grades and future grade separations.
- (F) Reserve strips controlling access to streets shall be prohibited except where their control is placed with the governing body under conditions approved by the Planning Commission, or the platting of reserve strips is provided for by a Community Unit Plan approved by the Planning Commission and the appropriate governing body.
- (G) Street rights-of-way requirements for streets other than arterials shall be determined by the total aggregate needs for the functional components for the particular system being considered. The total aggregates shall be in increments of two (2) feet, even numbers only. The components involved shall be:

Moving or Traffic Lanes - Variable from nine (9) to twelve (12) feet depending on function, e.g., low density residential, cul-de-sac residential, collector, industrial, etc., and on design speed of the roadway. For paved streets, other than arterials, the width of a moving lane is measured from the centerline of the street to either the inside edge of a parking lane or to the face of the curb if the street does not provide parking lanes.

Parking Lanes - For on-street storage of vehicles. Parking lanes shall be at least eight feet in width. For computation purposes, up to two (2) feet for curb or shoulder may be included as part of the parking lane.

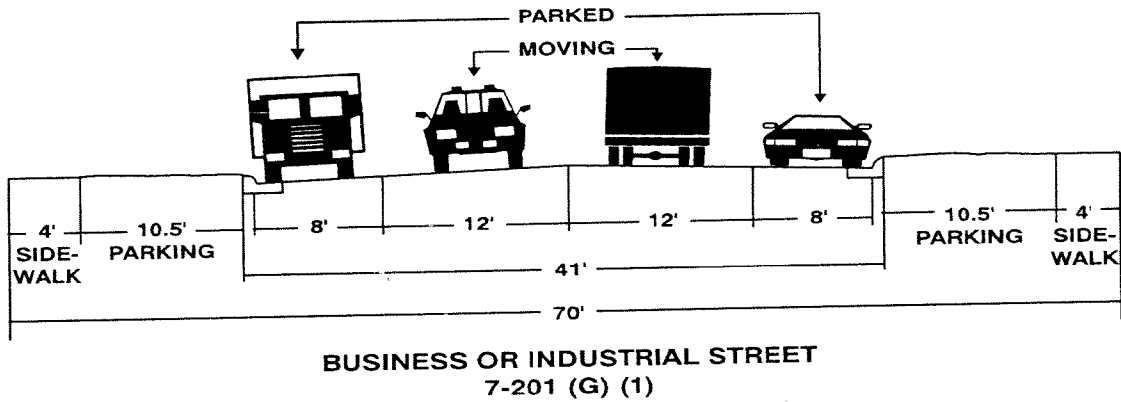
Curb or Shoulder - Curbs shall be considered to require two (2) feet regardless of construction type. Shoulders (for suburban or rural roadways) shall be not less than three feet in width.

Border Area - For urban streets (sometimes referred to as "parking") the border area shall be fourteen and one-half (14½) feet in width from the back of curb to property line. This area shall be used for installation of utilities, street lighting, traffic control devices, fire hydrants, sidewalks, landscaping and to provide a transition area in grades (if necessary) between the roadway and the property adjacent to the right-of-way. Border areas for suburban areas shall be variable in width, based on drainage needs.

Based on the above general criteria, street rights-of-way and roadways shall be as follows:

Urban Area (See 8-101)	Street	Roadway
	R.O.W. In Feet	Width In Feet*
(1) Business, Office, Commercial and Industrial areas: 2 moving lanes (12') and 2 parking lanes.	70	41

The street right-of-way width in feet for business, office, commercial and industrial areas without parking lanes shall be fifty eight feet (58')



*Back of curb to back of curb.

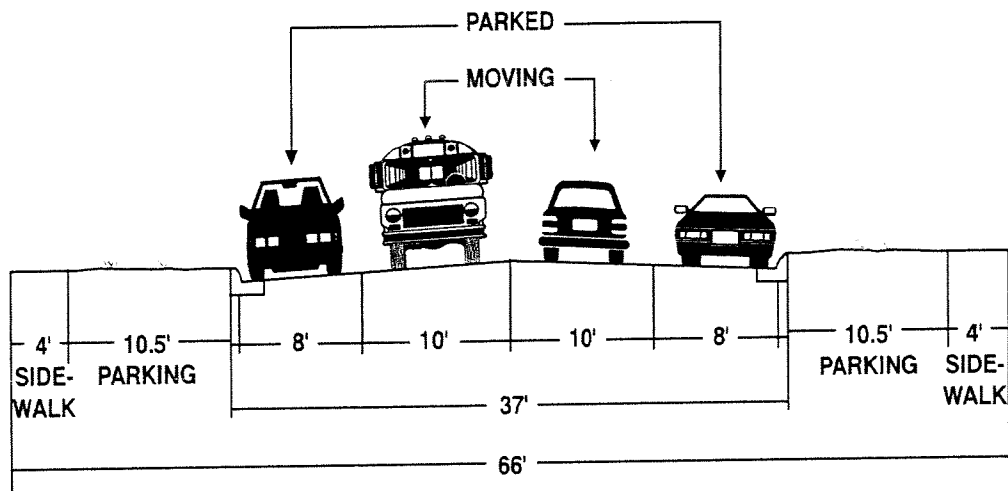
Street	Roadway
R.O.W.	Width
<u>In Feet</u>	<u>In Feet*</u>

(2) Collector Streets

- (A) Collector with parking or street serving Garden Apartments, Multi-Family High-Rise, large-scale Single-Family, and other similar type of dwelling units: 2 moving lanes (10') and 2 parking lanes.

66**

37**

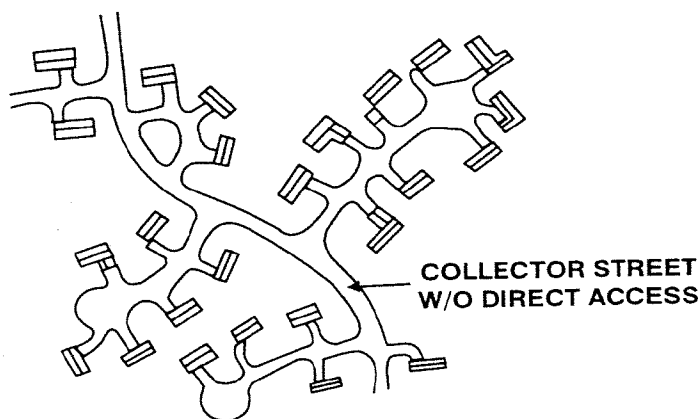


RESIDENTIAL COLLECTOR STREET WITH PARKING LANES
7-201 (G) (2) (A)

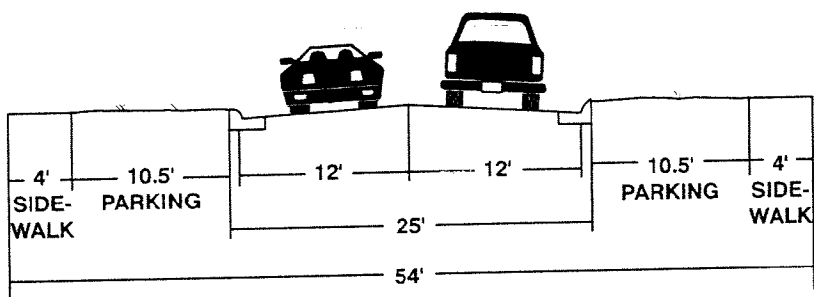
* Back of curb to back of curb

**Street and roadway widths for a collector may be required to be greater than the width listed for that portion 150 feet back from the intersection with an arterial.

	Street R.O.W. <u>In Feet</u>	Roadway Width <u>In Feet*</u>
(B) Collector with no parking and without direct local access; 2 moving lanes (12').	54**	25**



**MINIMIZE HOUSE FRONTAGE ON COLLECTOR STREETS
TO REDUCE COLLECTOR PAVING WIDTH**



**RESIDENTIAL COLLECTOR STREET WITHOUT PARKING LANES AND
WITHOUT DIRECT ACCESS FROM ABUTTING LOTS
7-201 (G) (2) (B)**

*Back of curb to back of curb

**Street and roadway widths for a collector may be required to be greater than the width listed for that portion 150 feet back from the intersection with an arterial.

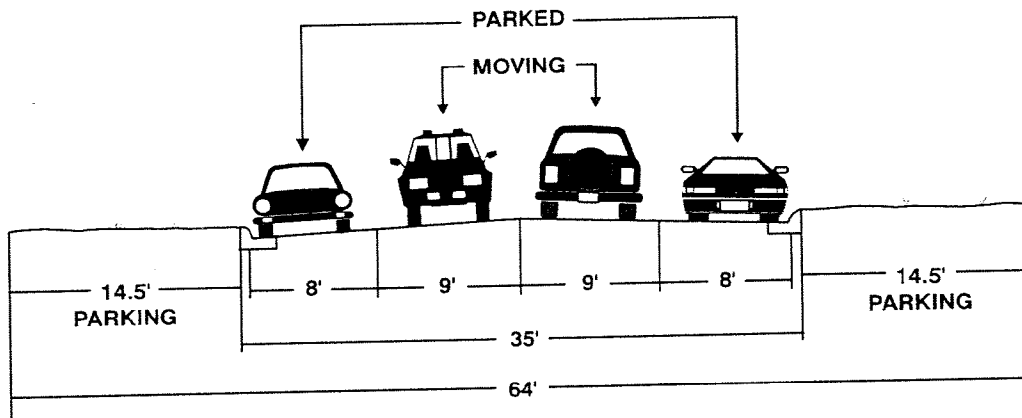
Street	Roadway
R.O.W.	Width
<u>In Feet</u>	<u>In Feet*</u>

- (3) Local Residential Streets
 (A)(1) Single and two-family dwellings on continuous through streets more than 3 blocks in length: 2 moving lanes (9') and 2 parking lanes.

64

35

(A)(2) A continuous through street more than 3 blocks in length, where only one side contains a parking lane shall have a street right-of-way width of fifty eight feet (58')



64-FOOT LOCAL RESIDENTIAL STREET
 7-201 (G) (3) (A)

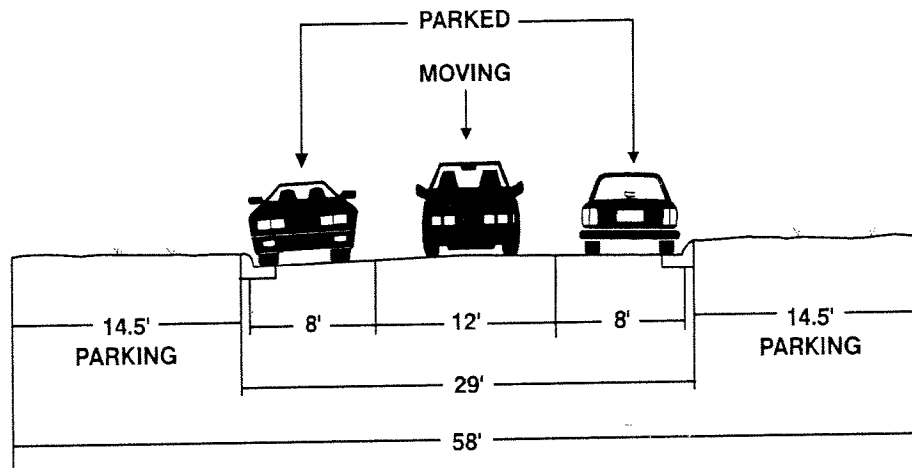
*Back of curb to back of curb.

Street	Roadway
R.O.W.	Width
<u>In Feet</u>	<u>In Feet*</u>

- (B) Local Residential - 1 moving lane (12') and 2 parking lanes; street to be no more than 3 blocks in length with a maximum of 24 single-family lots (12 each side) per block and a covenant providing for 4 off-street parking spaces per dwelling unit on each lot.

58

29

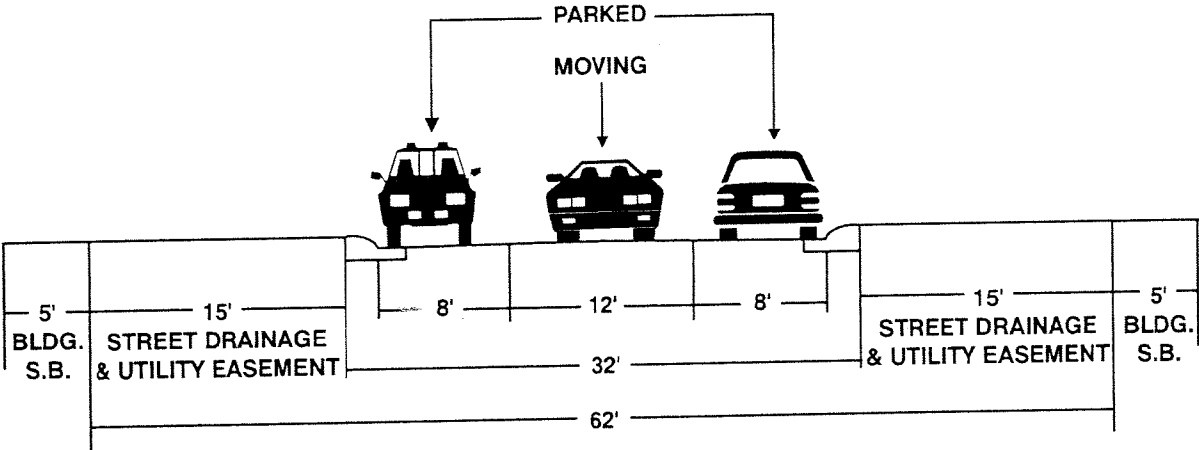


58-FOOT LOCAL RESIDENTIAL STREET
7-201 (G) (3) (B)

*Back of curb to back of curb.

(C) Narrow Local Residential - One (1) moving lane (12') and two (2) parking lanes. This type of street is intended for limited use in single-family and duplex cluster developments and shall only be used for cul-de-sac or loop/circular street alignments. It is not intended for those street patterns that may be subjected to through traffic or to traffic generated by land uses not directly fronting onto the subject narrow street. For cul-de-sac streets, a maximum of twenty-four (24) single-family lots shall be accessed by this type of street. For loop/circular streets, a maximum of forty-eight (48) single-family lots shall be accessed by this street type. When this street is platted the subdivider shall submit covenants providing for four (4) off-street parking spaces per dwelling unit on each lot and restriction of lot owner use of required fifteen-foot (15') street, drainage and utility easement on each side of dedicated right-of-way, i.e., prohibition of retaining walls and change of grade, prohibition of fences, earthberms and mass plantings and approval of any proposed plantings by the City Forestry Division prior to installation. A minimum five-foot (5') building setback shall be platted from the fifteen foot (15') street, drainage and utility easement on each lot abutting this type of street.

Street R.O.W. In Feet	Roadway Width In Feet*
32	29



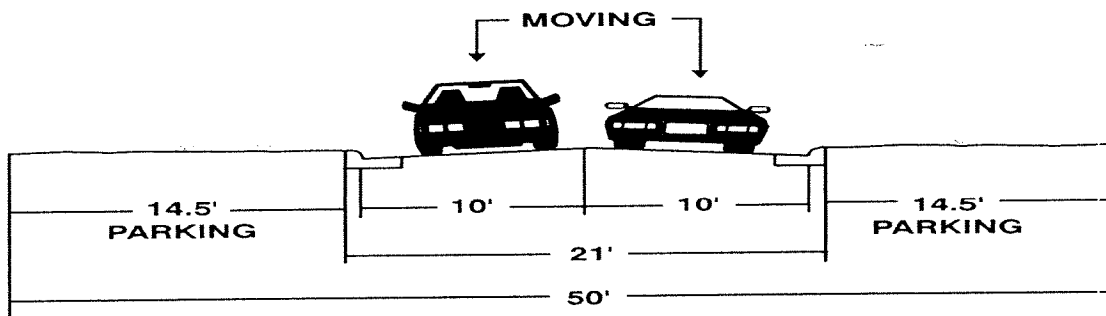
NARROW LOCAL RESIDENTIAL STREET
7-201 (G) (3) (C)

*Back of curb to back of curb.

Street	Roadway
R.O.W.	Width
<u>In Feet</u>	<u>In Feet*</u>

(D) Local Residential – two (2) moving lanes ten-foot (10') and no parking lanes. Street to be no more than one block length with a maximum of twenty-four (24) single-family lots (12 each side). Cul-de-sacs no longer than 300 feet to the center of the turnaround radius. For lots containing up to 6,000 square feet, a covenant providing for four (4) off-street parking spaces per dwelling unit on each lot, shall be submitted. Townhouses or patio homes and manufactured homes shall provide a covenant providing for or at least two (2) off-street parking spaces per dwelling unit, plus at least one (1) parking space per dwelling unit in a common parking area adjacent to the street.

50 21

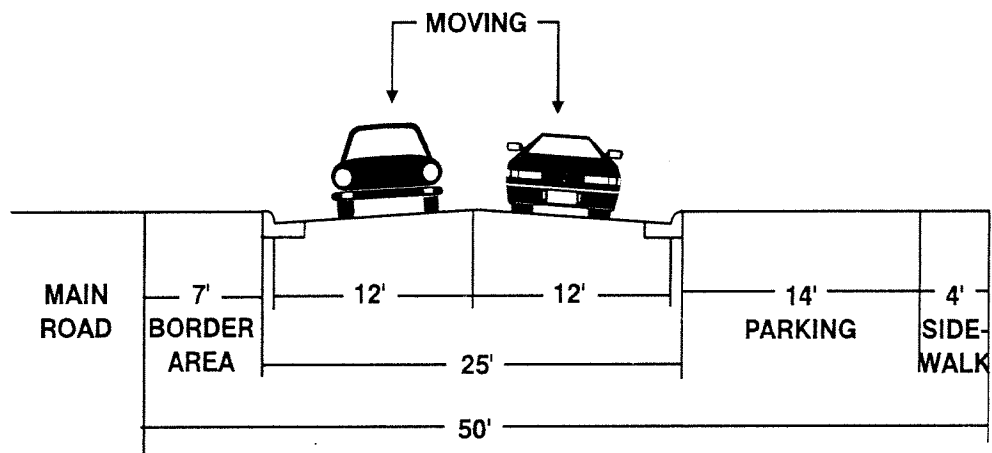


50'-FOOT LOCAL RESIDENTIAL STREET

7-201 (G) (3) (D)

*Back of curb to back of curb.

	<u>Street In Feet</u>	<u>Roadway In Feet*</u>
(4) Local - Frontage Road - two (2) moving lanes- no parking, plus seven (7) feet of border area between curb and the main road right-of-way.	50	25



**FRONTAGE ROAD
7-201 (G) (4)**

Street	Roadway
R.O.W.	Width
<u>In Feet</u>	<u>In Feet</u>

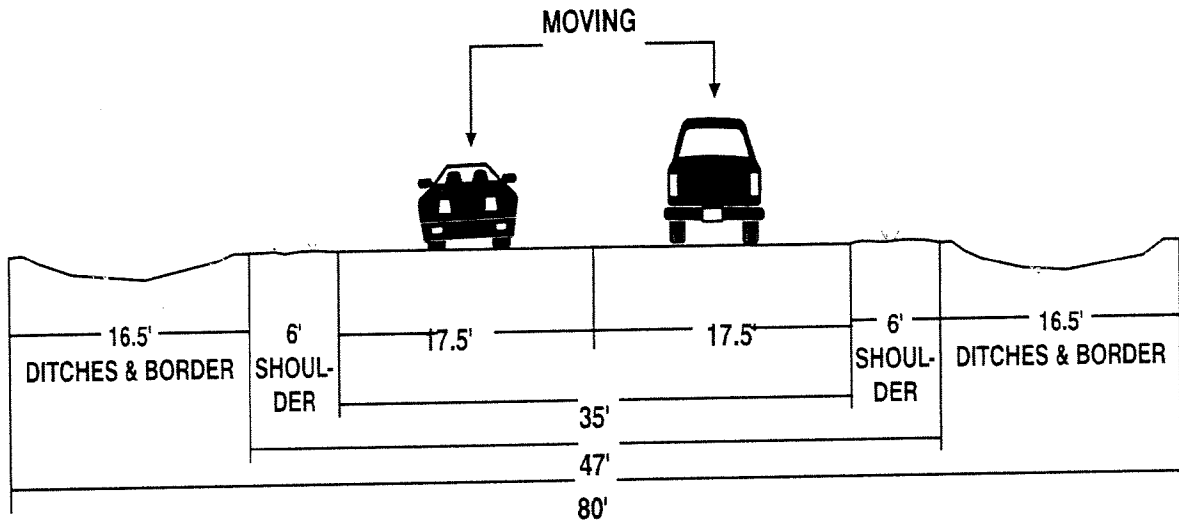
(5) Suburban Areas (See 8-101)

- (A) Collector, two (2) moving lanes (17.5') - Shoulder, ditches, and border areas.

80

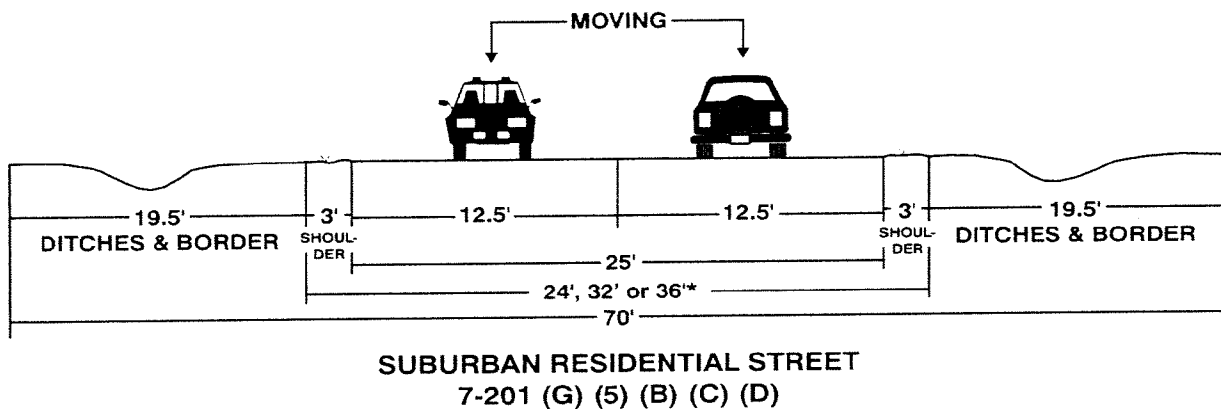
47***

***Including Shoulder.



SUBURBAN COLLECTOR STREET
7-201 (G) (5)

	Street R.O.W. <u>In Feet</u>	Roadway Width <u>In Feet</u>
(B) Local Suburban Residential - With access to existing street system on both ends – two (2) moving lanes (12.5') - Shoulder, ditches, and border areas.	70	32***



***Including Shoulder.

*24' - Three-Mile Ring; 36' - Cul-de-sac; 32' - loop or through streets

- (C) Local Suburban Residential-
Cul-de-sac: (36') paved or rocked surface, plus 19.5' ditches and border each side. Other internal roads - (32') sand.
- (D) Local Suburban Residential within 3 miles of the City of Wichita for lots from 25,000 square feet to one acre in size - 24' paved.

These widths may be modified by the Commission on a showing that special conditions exist such as parallel drainage and roadway systems, utility requirements, considerations for safe and efficient traffic and pedestrian movement, grade problems, intersection design, etc. In applying these standards, workable street systems must be established. Once a pattern of widths, based on function for a given area has been established, the pattern shall be followed throughout the street system until another system can be established or tied into a collector or arterial system.

(H) Right-of-way widths for all section line roads and arterials shall not be less than 120 feet. At an intersection approach, 150 feet of right-of-way width shall be required within 250 feet from the section line and taper to 120 feet at a distance of 350 feet from the section line. An additional 25' x 25' corner clip shall be required at the intersection corner to accommodate traffic signals and sidewalk facilities.

(I) Wherever possible, there shall be an inside tangent at least 100 feet in length introduced between reverse curves on arterial and collector streets.

(J) Collector streets, if they curve, shall have a minimum centerline curve radius of at least 350-feet. This is based on a design speed of 30 m.p.h. The curve radius may be modified to meet special conditions for other design speeds.

(K) Streets shall be laid out so as to provide for horizontal sight distances on all curves. These distances shall be:

Local Streets:	200 feet
Collector Streets:	300 feet
Arterial Streets:	500 feet

(L) Streets shall be laid out so as to intersect as nearly as possible at right angles. A street shall not intersect any other street at less than 80 degrees.

(M) Street jogs are to be avoided on arterial and collector streets. On local streets centerline offsets of less than 150 feet shall be avoided.

(N) Roadway grades, wherever feasible, shall not exceed the following with due allowance for reasonable vertical curves:

<u>Roadway Type</u>	<u>Per Cent Grade</u>
Arterial	3%
Collector	4%
Local	5%
Marginal Access and Frontage Roads	5%

(O) A roadway grade shall not be less than 0.50 of one percent unless approved by the appropriate engineer. Greater percentages of grade may be required where necessary to provide adequate drainage.

(P) Roadway pavement at intersections shall be rounded by the following minimum radii:

<u>Type of Roadway</u>	<u>Intersecting With</u>	<u>Minimum Curb Radii</u>
Local	Local Residential	20 feet
Local Residential	Collector	30 feet

Local Residential	Arterial	30 feet
Business, Commercial or Industrial	Business, Commercial or Industrial	
Collector or Arterial	Collector or Arterial	50 feet

Right-of-way lines may be required to be rounded by an arc having at least the same radii as the arc of the curb when normal right-of-way requirements are not sufficient to allow the construction of roadways having the radii set out alone.

- (Q) The dedication of half-street rights-of-way shall be avoided, except for arterial streets and collector streets where applicable, or where they are essential to the reasonable development of the subdivision in conformity with the other requirements of these Regulations; or, when the Planning Commission finds that it will be practicable to require the dedication of the other half of the street when the adjoining property is subdivided. Whenever a half-street or portion of a street is existing and adjacent to a tract being subdivided, the other half of the street, based on standards set forth in (G), shall be dedicated from the property being subdivided.
- (R) In order to provide for the development of residential areas characterized by streets with reduced traffic speeds, volumes and the absence of through traffic, the platting of streets with a single point of ingress and egress (cul-de-sac) is permitted. Streets that are designed to have a single point of ingress and egress shall not be longer than 800 feet for urban subdivisions, and 1,200 feet for suburban subdivisions. For urban subdivisions, cul-de-sacs shall be provided with a circular turnaround right-of-way with a turn-diameter of at least 70 feet and a street property line diameter of at least 100 feet (see pg. A-2). An alternative turnaround area, approved by the engineer having jurisdiction, may be established if the proposed alternative turnaround area provides access and turning space equivalent to the standard circular turnaround.

For residential streets that are not longer than 150 feet and do not provide access to more than eight dwelling units, a "Y" Type, "T" Type, "L" Type or similar turnaround may be provided as an alternative to the standard circular turnaround (see Page A-3). A street's length shall be measured from the right-of-way line of the street from where the cul-de-sac street emanates to the point that would be located at the center of a circular turnaround if such an improvement was to be provided.

For one-family, two-family or four-family zoned lots abutting a circular or alternative turnaround area, a covenant may be required that indicates the following amount of required off-street parking:

- (1) One-family or two-family structures -- four (4) off-street parking spaces per dwelling unit.
- (2) Three-family or four-family structures -- three (3) off-street parking spaces per dwelling unit.

For areas zoned for industrial purposes, a minimum street property line diameter of 130 feet shall be provided for the circular turnaround for a cul-de-sac street. For suburban subdivisions, a minimum street property line diameter of 150 feet, or more as shall be determined by the appropriate engineer, shall be required.

The platting of a street with a single point of ingress and egress may have a length that exceeds the design standard of 800 feet for urban subdivisions, or 1,200 feet for suburban subdivisions, provided one of the following conditions exists:

- (1) The configuration of the subdivider's ownership prevents the development of an alternate circulation system.
- (2) There exists man-made or natural topographical limitations (e.g. golf courses, lakes and floodways) that dictate a long cul-de-sac.
- (3) A 36-foot wide rock road is installed for a street in a suburban subdivision with a single point of ingress and egress and the plat includes stub streets or a contingent street right-of-way to provide future access to adjoining tracts. In this instance, the cul-de-sac street shall not exceed 2,640 feet.
- (4) An overall preliminary plat (Article 4, Part 4) indicates the eventual continuation of the street to connect with an existing street, in which case a maximum street length of 2,640 feet is permitted in a final plat that is a portion of the overall preliminary plat.

Emergency access easements shall be dedicated to mitigate the concerns regarding emergency access that are created by cul-de-sac streets that exceed 800 feet in length in urban subdivisions or 1,200 feet in length in suburban subdivisions. A guarantee shall be submitted by the subdivider that assures the construction of an all-weather roadway surface within an emergency access easement along with all planned access points to adjacent public or private street systems. The subdivider shall also guarantee any required gating, fencing or special signing necessitated by the platting of an emergency access easement.

For urban-scale subdivisions, cul-de-sac streets that serve more than 24 dwelling units, or other streets that serve more than 48 lots, including dwelling units provided access by way of short "circles" and "courts" that emanate from the cul-de-sac street, shall be platted with 64 feet of street right-of-way. A guarantee for construction of a 35-foot wide paved roadway shall be required. For single-family areas, the number of dwelling units being served by a 58-foot street right-of-way may be increased to 32 for a cul-de-sac or 64 for a loop street, if the average width of lots on the spine of the cul-de-sac is 90 feet or greater. The width of lots around the bulb of the cul-de-sac turnaround shall not be counted when calculating average lot width. A lot's width shall be measured at the front yard building setback line.

- (S) Street names shall not be used that will duplicate or be confused with the names of existing streets. Existing street names shall be used where they are, or would be, logical extensions of existing streets even though separated by undeveloped land. Street names, except for existing streets, shall be limited to a maximum of 12 characters, exclusive of prefixes and suffixes, and are subject to the approval of the Planning Commission.
- (T) When a street is platted with a single point of ingress and egress (cul-de-sac), its street name shall include either the "circle" or "court" suffix. The "circle" suffix shall be used when the cul-de-sac is an extension or

continuation of a street. The "court" suffix shall be used when the cul-de-sac emanates from a street at a near right angle. (See Attachment 10 - Page A-22.)

- (U) Private streets are generally discouraged; however, when private streets are approved as part of a subdivision, they shall be depicted on the plat as reserves. The construction of private streets to the standards of a public street shall be guaranteed by the platlor. The right-of-way width and roadway width for private streets are the same as those required in (G) for public streets. Turnaround provisions for private streets with a single point of ingress and egress are the same as those required in (R) for public streets. The criteria for establishing street names for private streets are the same as those required in (S) and (T) for public streets.

The governing body shall make a determination that the covenants contain a provision authorizing the governing body to maintain the road and charge incurred costs to the owners of the land benefiting from the road if the coventees fail to maintain the private road.

- (V) When a proposed subdivision is adjacent to unplatted property, the platting of stub streets, to provide future access to the adjacent unplatted tract, shall be provided. If the adjacent unplatted tract is planned for development of a use not compatible with the property being subdivided, the requirement for stub street dedications may be waived.

If the length of the stub street is greater than 150 feet, a temporary turnaround shall be platted or established by separate instrument. If platted, the platlor's text shall indicate that the turnaround will be automatically vacated upon extension of the street.

- (W) Subdividers are encouraged to consider projects designed to maximize solar access when not in conflict with existing contours or drainage. When the long axis of individual structures will run parallel to the street, streets should be oriented as nearly as possible in an east/west direction. If the long axis of structures will be perpendicular to the street, north/south street orientation is preferable for solar access purposes.
- (X) The dedication of contingent right-of-way shall be provided upon the determination of the Subdivision Committee to allow for the City's future needs for urban subdivisions; to provide potential street connection to the adjoining undeveloped property; to prevent the "landlocking" of abutting properties; and to avoid an excessive number of individual driveways along section line roads. If adjoining the plat line, the contingent right-of-way dedication may be a half-street right-of-way. The platlor's text on City plats shall note that the "contingent street dedication shall become effective upon the City's need for the right-of-way for any street-related purpose". The platlor's text on County plats shall note that "the contingent right-of-way dedication shall become effective upon the platting of any adjacent subdivision having a street connecting thereto. The costs of constructing said street are to be borne by the person(s) or agency that owns said adjacent subdivision".

7-202. Alleys.

- (A) When provided, the minimum width of an alley shall be 20 feet.

- (B) Alley intersections and sharp changes in alignment shall be avoided, but where necessary, a turning radius shall be provided to permit safe vehicular movement.
- (C) Alleys with a single point of ingress and egress to a street shall be avoided where possible, but if unavoidable, such alleys shall be provided with adequate turnaround facilities as determined by the engineer having jurisdiction.

7-203. Blocks.

- (A) The lengths, widths and shapes of blocks shall be determined with due regard to:
 - (1) Provision of adequate building sites suitable for the special needs of the use contemplated.
 - (2) Zoning requirements as to lot sizes and dimensions.
 - (3) Need for convenient access, circulation, control and safety of street traffic.
 - (4) Limitations and opportunities of topography.
- (B) A block in an urban subdivision should not exceed 1,300 feet in length, unless the block is adjacent to a limited access highway or arterial street or unless the previous adjacent layout or topographical conditions justify a modification of this requirement.
- (C) All blocks shall be designed so as to provide two (2) tiers of lots, unless a different arrangement is required in order to comply with Sections 7-201(D), 7-201(R), or is permitted by Section 7-204 (H).
- (D) Blocks may be irregular in shape, provided they are harmonious with the overall pattern of blocks in the proposed subdivision, and provided their design meets the requirements of lot standards, traffic flow and control considerations, and development plan requirements.
- (E) In blocks of 800 feet or more in length, a pedestrian access easement for pedestrian travel may be required to provide access to public or private facilities such as schools or parks. The pedestrian access easement shall have a right-of-way width of not less than 10 feet, and extend entirely through the block at approximately the midpoint of the length of the block. The platlor shall guarantee the construction of a sidewalk within the pedestrian access easement.

7-204. Lots.

- (A) The lot size, width, depth, shape and orientation, and any platted minimum building setback lines shall be established with consideration being given to the location of the subdivision within the City or County and relative to the type of development and use contemplated.
- (B) Lot size and perimeter dimensions shall be in accordance with the requirements of the Zoning Regulations. For subdivisions that are subject to the provisions of Commercial Community Unit Plans, the perimeters of

proposed lots shall match the perimeters of C.U.P. parcel boundaries. For subdivisions that are subject to the provisions of Residential Community Unit Plans, the perimeters of proposed blocks shall match the perimeters of C.U.P. parcel boundaries. Final plats, generally, shall not be scheduled for review by the Subdivision Committee and MAPC until all associated zoning requests, annexations, and/or Community Unit Plans, if any, have been approved by the governing body. However, if an associated zoning request or Community Unit Plan has been approved by the Planning Commission, and significant opposition to its development proposal was not voiced by property owners within the legal protest area and the developer and the Planning Department are in agreement regarding the provisions of the development plan or where simultaneous review of zoning and subdivision issues would aid in a logical determination of appropriate land use, the Director of Planning may authorize the scheduling of a final plat before the Subdivision Committee or MAPC prior to the governing body considering an associated zoning request or Community Unit Plan.

(C) RESERVED

- (D) The maximum depth of all residential lots shall not exceed two and one-half times the width of the lot. For residential lots being platted for development of solar energy systems, the depth of the lots may exceed the 2.5 to 1 ratio provided the additional depth is needed to achieve or enhance solar access for individual building sites. For all other lots, the depth shall not exceed three times the width.
- (E) Where lots front upon a cul-de-sac or curved street having a radius of 200 feet or less, the minimum lot widths set forth in subparagraph (E) above, shall be measured at the building setback line along an arc parallel to the right-of-way of the cul-de-sac or curved street. Such lots shall also be laid out so that their lot frontage, as measured on the arc of such right-of-way line, is not less than 50% of the required lot width measured at the building setback line.
- (F) With the exception of land 20 acres or more considered for exemption purposes pursuant to Section 3-105, the area of the street right-of-way shall not be included and calculated in the area of the lot with respect to minimum lot area requirements of these Regulations, the zoning code or any other code applicable to the property. Lots shall be required to have more than the minimum area dimensions provided for in this section when a greater area or dimensions are required to meet the yard requirements of the zoning ordinance.
- (G) Double frontage lots shall not be platted for individual dwellings (e.g., single and two-family units), except where the lots abut upon a limited access highway or arterial street or where the topography or orientation of the land prevents reasonable subdivision. Double frontage lots shall not have vehicular access through them from the local street to the arterial street.
- (H) The depth and width of lots platted for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
- (I) Corner lots being platted for residential use shall have extra width to permit the establishment of a 15-foot building setback from the side street.

- (J) Lots located at an arterial street intersection or at an intersection with an acute angle, which in the opinion of the Planning Commission is likely to be dangerous to traffic movement, shall have a radius of 20 feet at the intersection of street rights-of-way. On business, commercial and industrial lots, a chord may be substituted for a circular arc.
- (K) For lots adjacent to railroad tracks, "complete access control" shall be dedicated across the lot's street frontage for a minimum distance of 150 feet from the centerline of the nearest railroad track.
- (L) Access issues including driveway distance from intersections, spacing standards for driveways along section line roads, median length at intersections, traffic impact studies, and cross lot access shall be in accordance with the requirements of the City of Wichita or Sedgwick County Access Management Policy.
- (M) For lots located adjacent to an arterial street, access control shall be dedicated across the lot's frontage to the arterial street. The number of permitted access points shall be determined by the Planning Commission based upon the recommendations of the engineer having jurisdiction and planning staff.

Staff recommendations on the number of permitted access points and distance between access points, shall be a function of the amount of lot frontage, the arterial street operating speed and the traffic carrying capacity of street improvements.

For commercial or industrial subdivisions along arterial streets, subdividers are encouraged to establish shared access points to the arterial street and provide access easements between lots to reduce the number and frequency of driveways onto the major street. Based upon the recommendations of the engineer having jurisdiction and planning staff, the Planning Commission may require the platting of access controls that establish:

- (1) Joint access points along common property lines; or
 - (2) A cross-lot access agreement provided by the subject plat to the benefit of the adjoining property, whereby the adjoining property would subsequently, upon platting, be required to dedicate complete access control. In both above instances, a Cross-Lot Circulation Agreement would be required to ensure internal access among the lots.
- (N) For lots ~~lots abutting adjacent to or near~~ local platted floodways, or in areas of inadequate drainage, the platting of a minimum building opening elevation shall be required. For lots in ~~or adjacent to or abutting~~ the mapped floodplain, the platting of the lowest floor elevation shall be required. The minimum building opening elevation shall be expressed in North American Vertical Datum of 1988 (-NAVD,88). The elevation requirement shall be indicated on the face of the plat as well as referenced in the plat's text.
 - (O) The inclusion of pipeline easements and easements for lakes or other significant drainage features within the perimeter of lots being platted for urban density single family, duplex or four-plex dwelling units is discouraged.

- (P) Key or flag lot configurations are generally discouraged except for the purpose of securing or enhancing solar access on individual building sites or to deal with unique situations of topography or ownership.
- (Q) In accordance with Section III-B.5.d(5) of the Unified Zoning Code Ordinance, urban subdivisions may establish side-yard setbacks to provide for zero lot line development.

If the proposed zero lot line subdivision is subject to the provisions of a Residential Community Unit Plan, there may be a need to reference special language on the face of the plat and in the plat's text regarding side-yard setback flexibility. Specifically, the Community Unit Plan may provide for the required side-yard setback to be reduced to 10 feet for garages only. In order to allow for the side-yard setback flexibility established by the text of a Community Unit Plan, the final plat shall specify on the face of the plat, as well as in the plat's text, that side-yard setbacks for blocks (specify by numbers) are per the requirements of the (name) Community Unit Plan (DP-[number]) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.

- (R) For subdivisions that propose the use of individual sewage lagoons, the gross area of each lot shall not be less than five (5) acres. This minimum area requirement is exclusive of adjacent street right-of-way that has been dedicated previous to the submission of the plat. The lot area may be reduced to not less than 4.5 acres in recognition of the additional street right-of-way dedicated through the plat for internal access or to meet desired standards along section line roads. Regardless of the lot size, the configuration or each lot must:

- (1) Ensure that adequate lot area exists for the construction and maintenance of the lagoon.
- (2) Ensure that adequate separation will be maintained between the lagoon and on-site water wells.
- (3) Ensure that adequate separation will be maintained between the lagoon and adjacent property lines and public or private rights-of-way, i.e., 100 feet minimum setback and 250 feet by 250 feet minimum building area unless lagoons are designed to be "twinned" along common property lines in accordance with requirements of the City of Wichita Department of Environmental Services/County Code Enforcement, as applicable, and this feature is expressed on the plat tracing and by covenant filed for such lots.
- (4) Be consistent with the area requirements for sewage lagoons that is stated in associated health codes.

- (S) In accordance with Section III-B.5e(1) of the Unified Zoning Code, subdivisions may be established for cluster development provided the following criterion are met:

- (1) A calculation sheet shall be submitted with the subdivision application that indicates what percentage of the cluster subdivision will be platted as a reserve(s) for permanent community open space. This percentage shall be computed by dividing the area of the land being platted for permanent open space by the total area of all lots for one-family dwellings in the subdivision. Also included with the percentage calculation, shall be a statement regarding if the percentage reduction is to be applied to lot area, front yard or rear yard setbacks or all three standards.

- (2) As provided for in the Unified Zoning Code text, reductions in lot area, front-yard or rear-yard setbacks shall not exceed 20% of the standards established for traditional single-family residences in the "SF-5" Single-Family zoning district. Any reduction in any of the three standards must be compensated for by providing permanent community open space.

In order to achieve a reduction of lot area, the lot width and depth requirements of Sections 7-204 (C) and (D) may be modified.

- (3) Land to be established for permanent community open space shall be platted as a reserve. In addition to the requirements of 7-208(E) of these Regulations a covenant or deed restriction, approved by the City or County attorney, as appropriate, shall be submitted for recording that ensures the following:
- (a) That the open space will not be further subdivided in the future;
 - (b) That the use of the open space will continue in perpetuity for the purpose specified; and,
 - (c) That the common undeveloped open space shall not be turned into a commercial enterprise admitting the general public at a fee.
- (4) At the time of submitting a preliminary plat for the cluster subdivision, a copy of the preliminary plat shall be submitted with specific area calculations for each lot not containing at least 5,000 square feet.

If zero lot line dwelling units are to be constructed within the cluster development, a side-yard setback shall be platted from the side lot line upon which the adjacent lot's zero lot line unit will be constructed. The typical 12-foot, side-yard setback platted in zero lot line developments may be reduced through cluster development, but in no case shall the required separation between buildings be less than 10 feet. For all subdivisions platted for cluster development, the final plat shall reference, on the face of the plat, as well as, in the plat's text, the reduction percentage calculated by dividing the area of permanent community open space by the total area of all lots being platted for one-family dwellings.

7-205. Easements.

(A) **Public Utility Easements.** Public utility easements shall be provided in order to meet current standards. Easements for public utilities should typically be centered on rear or side lot lines and shall be at least twenty feet (20') wide along rear lot lines and ten feet (10') wide along side lot lines. Where necessary to protect existing tree rows from damage, these easements may be widened appropriately, not to exceed thirty feet (30'). Where an existing lot is already served by any water or sewer line in existing utility easements, and the utility easements are less than the minimum width established in this section, additional water easements or sewer easements up to the minimum width shall be provided when there is a request for a lot split or a vacation of a portion of the lot.

Prior to the approval of the lot split or vacation, and within the time provided in Article 6, City of Wichita/ Sedgwick County shall take the following actions if the additional easement is required:

(1) All of the owners of lots along the entire block shall be contacted by the City of Wichita/Sedgwick County staff to dedicate such similar additional easements in order to meet current standards. All property owners shall be informed that the expanded easement improves accessibility for maintenance and repairs and protection of workers.

(2) The City of Wichita/Sedgwick County shall allow pre-existing encroachments to remain and hold property owners harmless from damage to the pre-existing encroachments resulting from the work in the additional easement.

(3) The City of Wichita/Sedgwick County shall offer one hundred dollars (\$100.00) to each property owner for the additional easement.

Utility easements for street lighting purposes shall not be required to exceed 10 feet (10') in width. If a utility easement is to also be used for drainage purposes, the easement shall be designated on the plat as both a utility and drainage easement, and additional width may be required. For plats or lot splits in areas with existing water and sewer mains, a public sewer easement or public water easement may be required to protect a private sewer line or private water line across one ownership to serve another ownership with the approval of the System Planning and Development Division of the City of Wichita Water and Sewer Department.

(B) **Public Drainage Easements**. If a subdivision is traversed by a water course, drainage way, channel or street, then a storm water easement or drainage right-of-way shall be provided. Storm water and drainage easements or right-of-way shall conform substantially to the lines of the water course and shall be of such width or construction, or both, as may be required to provide for adequate storm water drainage and for access and maintenance of drainage improvements. Parallel streets or parkways may be required in connection with the platting of drainage easements or right-of-way.

If a drainage easement is also to be used as a utility easement, the easement shall be designated on the plat as both a utility and a drainage easement, and additional width may be required.

On suburban plats a triangular drainage and utility easement may be required at the corners of intersecting street rights-of-way. Where street rights-of-way intersect at ninety (90) degrees, the limit of such easement would be defined by a line drawn between two points located on the rights-of-way lines that are twenty-five feet (25') back each way from the corner.

Drainage easements shall be vegetated with adapted perennial grasses or otherwise stabilized to prevent soil erosion and sediment movement by wind or water.

Where the approved drainage plan designates a rear yard utility easement as conveying surface stormwater runoff, a minimum grade of (one) 1 percent shall be established and the easement shall be designated as a utility and drainage easement.

If a drainage and utility easement is to contain a sanitary sewer line, additional width shall be required by the City Engineer.

- (C) **Vision Triangle Easements.** Vision triangle easements may be required on any corner lot or adjacent to parking easements to provide an open and usable vision path for drivers of vehicles approaching the intersection. The extent of vision triangle easements shall be based on the type of intersection (3-way, four, protected, unprotected, etc.), the type of street (local, collector, arterial, commercial or industrial), topography, proposed street grades (if any), and the design speeds contemplated for such roadways.
- (D) **Pedestrian Access Easements.** Pedestrian access easements may be required on plats when an access easement is needed to provide a connecting link to public or private parks or school sites.
- (E) **Vehicular Access Easements.** Vehicular access easements, when authorized by the Planning Commission, may be established to provide access to a lot or building site that does not benefit from direct frontage on a public or private street. The use of vehicular access easements are intended for limited use on property being subdivided for development of multiple-family, office and shopping center complexes. Vehicular access easements are not intended for single-family or duplex developments unless the use of such an easement provides a means to overcome topographical or other unique design limitations. They are not intended for use as an alternative to dedicating public street systems that are needed to provide public access to either the subject site or adjoining lands.

For commercial centers and multiple-family residential areas, an unobstructed easement of at least 20 feet shall be granted. Vehicular access easements serving single-family or duplex lots shall not be less than 12 feet in width. The vehicular access easement shall be established by separate instrument and depicted on the final plat tracing along with pertinent recording information. The text of the instrument establishing the easement shall clearly state which properties are benefited by the easement, which properties are responsible for initial construction and maintenance of the driving surface within the easement and that obstruction of the easement is prohibited. If vehicle parking is desired on one or both sides of the access easement, then prior approval must be obtained from the engineer with jurisdiction.

- (F) **Private Utility Easements.** Private utility easements shall be established only when an easement is needed to cover an existing sewer service or water service line. The private easement shall be established by separate instrument and depicted on the final plat tracing along with pertinent recording information. The establishment of a private utility easement shall not be considered an alternative to guaranteeing the extension of sanitary sewer and municipal water to a proposed lot that is not already served by these required utilities with in place private service lines.

The establishment of a private utility easement over an existing utility service line shall be accompanied with the granting of a public utility easement at a suitable location for future extension of public utilities to directly serve the lot or building site benefiting from the terms of the private utility easement. A guarantee for this future public utility extension shall also be submitted.

- (G) **Parking Easements.** Parking easements that allow back-out parking into public streets may be platted within reserves established for common maintenance, provided, the parking area is not located on major, collector or through residential streets or in areas where they would interfere with drainage, utilities, or sidewalks. Parking easements shall be platted as part of only single-family or duplex residential areas that are designed for non-through vehicular traffic. The residential area shall not contain more than fifty (50) dwelling units.

Parking easements shall be a minimum of twenty feet (20') deep and have a maximum street frontage of fifty feet (50'). The easement shall not be at a location dangerous to the public such as on a street curve.

Parking easements are intended for use by guest passenger vehicles, only, and shall not be used for the parking or storage of trucks, boats, campers, recreational vehicles, or trailers.

- (H) **Street Easements.** Street easements shall be platted adjacent to both sides of narrow local residential streets. The width of street easements shall be fifteen feet (15'). A covenant providing for the restriction of lot owner use of the street easement shall be submitted. The covenant shall prohibit the construction of retaining walls and change of grade within the street easement. The covenant shall also prohibit the construction of fences, the placement of earth berms and the installation of mass plantings within the easement. The planting of landscape materials within the street easement shall be approved by the City Forestry Division prior to installation.

- (I) **Pipeline Easements.** Pipeline easements existing on the property being subdivided shall be depicted on the face of the plat. The pipeline easement shall be clearly dimensioned, and the recording information for the instrument establishing the easement shall be referenced. The platting surveyor shall research the text of the pipeline easement agreement to be sure that utilities and buildings may be located adjacent to the easement without restriction of an established setback from the easement. If a setback from the pipeline easement is provided for in the pipeline easement agreement, it shall be indicated on the face of the plat. If the pipeline easement agreement does not establish building setbacks from the pipeline, or if the setbacks provided for in the agreement are determined to be inadequate, the Planning Commission may establish setbacks to be indicated on the plat. Any relocation, lowering or encasement of a pipeline, made necessary by a subdivision, shall not be at the expense of the City, the County, or any public utility company.

- (J) **Wall Easements.** In order to set aside land for the construction of walls, either required by Community Unit Plans and/or planned by the subdivider, the platting of wall easements are permitted. Wall easements shall typically be five feet (5') in width, shall be referenced in the plat's text and shall not encroach into any street easement or land being dedicated for street or drainage purposes.

A wall easement shall be platted separately from a utility, storm sewer, drainage easement or reserve if provided for by the utility layout plan or drainage plan of a subdivision. Based upon the recommendation of the engineer having jurisdiction, the platting of wall easements within utility or storm sewer easements may require the execution of a Hold Harmless Agreement, a commitment for special wall construction provisions, i.e., removable wall sections, or the making of satisfactory arrangements with affected utility

companies. Any special arrangements made necessary by the platting of wall easements shall be completed prior to submitting the plat for scheduling before any governing body.

(K) **Avigation Easements - See Section 7-107**

(L) **Private Drainage Easements or Agreements.** Private drainage easements or agreements shall be established when required by the drainage plan for the subdivision. Private drainage easements shall be established by separate instrument and depicted on the final plat tracing along with pertinent recording information.

(M) **Maintenance/Emergency Access Easements.** Maintenance/emergency access easements shall be platted when property is being subdivided for development of zero lot line dwellings. The easement shall be a minimum of five feet in width. The platting of the maintenance/emergency access easement shall be referenced in the plat's text. The following wording is suggested:

The maintenance/emergency access easements, as shown, are hereby platted for the purpose of pedestrian emergency access, construction, maintenance, the extension of the footing and a two-foot overhang of the structure on the adjacent lot.

7-206. Business, Commercial and Industrial Subdivisions.

(A) **Streets.** In addition to the other provisions of this regulation, the minimum width of streets adjacent to areas designed, proposed or zoned for business, commercial or industrial use may be increased by the Planning Commission to such extent as the Commission may deem necessary to assure the free flow of through traffic without interference from vehicles that are making turning movements, vehicles that are parked or are parking.

(B) **Blocks.** Blocks intended for business, commercial or industrial use shall be designed specifically for such purpose, with adequate space set aside for off-street parking and loading.

(C) **Frontage Road.** When lots or blocks in a proposed business, commercial or industrial subdivision front on any limited access highway or arterial street, the subdivider may be required to dedicate and improve a frontage road to provide ingress and egress to and from the lots or blocks being platted. When the dedication of right-of-way for a frontage road is required, the name of that street shall include the "drive" suffix along with the name of the limited access highway or arterial street that parallels the frontage road.

7-207. Reserves.

(A) When the subdivider desires to set aside land for amenities to be enjoyed by the residents of the subdivision, the land shall be platted as a reserve. Such amenities may include: open space, landscaping and associated irrigation systems, entry monuments, private sidewalk systems, walls, fences, earth berms, recreational facilities, group mailbox structures, guardhouses or gatehouses, lakes and ponds. In order to avoid future conflicts with the purposes platted for a reserve, it is suggested that utility easement uses

within the reserve be confined to appropriately wide utility easements. Reserves shall not be landlocked, and must either abut a street or be connected to a street by an access easement.

- (B) When the subdivider desires to access lots by way of a private street, the private street system shall be platted as a reserve. The private street reserve shall also be platted as a public utility and drainage easement.
- (C) Whenever the Planning Commission determines that land within a subdivision may be needed for a future public purpose, e.g., park, school site, public facility, etc., the land shall be platted as a reserve for possible future acquisition by a public agency. See Section 7-105 of these regulations.
- (D) Whenever reserves are platted as a part of a subdivision, the platting of the reserves shall be referenced in the plat's text. This reference shall clearly state the purposes of the reserve in addition to who is going to own and maintain the reserves. On the face of the plat, the perimeter of reserves shall be indicated with a solid line that is identical to a lot line.
- (E) When reserves are platted, a covenant shall be filed that specifies that future ownership and maintenance of reserves will be the responsibility of a homeowner's or lot owner's association made up of the property owners of lots benefiting from the reserves. The covenant shall state when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- (F) Except when reserves are required to be platted under the provisions of Section 7-105 of these regulations, ownership of reserves shall not be vested with individuals or corporations. Reserves are to be owned by an association representing the owners of lots that benefit from the amenities of the reserves.
- (G) Reserves for private drive purposes may be platted to provide access to lots, provided a covenant is filed that not only sets forth ownership and maintenance of the private drive reserves, but also future reversionary rights of the reserve to the lots benefiting from the reserve. The plat's text shall reference the platting of the reserve for private drive purposes and shall state which lots are to be accessed by the reserve. For residential plats, not more than three (3) lots shall be dependent upon any one private drive reserve for their access to either a public or private street system.
- (H) The platting of a reserve for a specific use does not override the requirements of the zoning district in which the reserve is located. Land use is determined by the zoning text, not by the uses listed for a reserve on a plat.
- (I) For reserves being platted for drainage purposes, the required covenant, which provides for ownership and maintenance of the reserves, shall grant to the appropriate governing body the authority to maintain the drainage reserves in the event the owner(s) fail to do so. This covenant shall provide that the cost of such maintenance may be charged back to the owner(s) by the governing body.

(J) In accordance with Section III-D.6.aa, of the Wichita-Sedgwick County Unified Zoning Code, subdivisions within the City of Wichita may plat a reserve for purposes of a neighborhood swimming pool provided the following criteria are met:

- (1) The restrictive covenant submitted regarding ownership and maintenance of reserves in the subdivision shall specify that the reserve being platted for the neighborhood pool will be owned and maintained by a homeowner's or lot owner's association.
- (2) A detailed site plan of the neighborhood swimming pool facility shall be submitted to the Director of Planning for review and approval. The site plan shall be submitted at the time the final plat is submitted for scheduling before the Subdivision Committee.
- (3) The detailed site plan shall be to scale and shall identify the location of all proposed uses including the pool, clubhouse, outside activity areas, mechanical equipment, parking, screening, landscaping, points of ingress and egress, and any other appropriate dimensions or information that would assist in review of the plan.
- (4) The reserve shall not be platted as a blanket utility or drainage easement. Utility and drainage easement uses within the reserve shall be confined to appropriately wide easements.
- (5) Plator's text shall reference platting of the reserve for "recreational uses including neighborhood swimming pools".

7-208. Drainage.

- (A) Drainage concepts and drainage plans, as required by Sections 5-302(D)(5) and 5-403(E) of these regulations, shall be submitted to the engineer having jurisdiction. Plans for the mitigation of stormwater pollution may also be required by the engineer (e.g., Developer's Pollution Prevention Plan, structural and nonstructural best management practices, or erosion and sediment control practices).
- (B) If the drainage plan for a multiple-family, commercial or industrial subdivision (MF-18 zoning and less restrictive) calls for the passage of storm water runoff from one proposed lot onto another proposed lot, the subdivider shall submit a cross-lot drainage agreement for recording with the plat. The cross-lot drainage agreement shall clearly state which lots within the proposed subdivision are to accept storm waters from other lots within the subdivision.
- (C) If the drainage plan for a subdivision calls for the passage of storm water runoff from the proposed subdivision onto property that is outside the perimeter of the plat, the platting engineer and/or surveyor shall work with the engineer having jurisdiction. Based upon a determination by the engineer having jurisdiction, the subdivider may be required to provide for on-site detention of storm waters and/or acquire an off-site drainage easement or agreement. Any off-site drainage easement or agreement shall clearly state that the proposed subdivision may continue to drain onto the property that is beyond the subdivision's perimeter.

- (D) If the drainage plan for subdivision calls for the proposed subdivision to accept drainage from property that is outside the perimeter of the proposed subdivision, the subdivider shall provide either specific drainage easements to handle the passage of storm water onto the plat or, by separate instrument, establish a drainage agreement or covenant with the owner of adjacent properties. The drainage agreement or covenant shall clearly state that the proposed subdivision will continue to accept drainage from the affected adjacent properties. The choice between whether a specific drainage easement or a drainage agreement/ covenant is needed, shall be the discretion of the engineer having jurisdiction.
- (E) When a subdivider proposes the dedication of right-of-way for drainage purposes, the subdivider shall also guarantee the construction of an improved channel or swale within the dedication, if necessary. The design of the channel or swale shall be approved by the engineer having jurisdiction.
- (F) A detailed drainage plan shall be submitted for urban-scale, multi-lot subdivisions and shall specify existing contour lines, finish grade elevations at all corners and, if the lot is crowned to drain two or more directions, the direction of storm water flow by arrows. For lots in the federal flood management areas, the required building pad elevations will be the lowest floor level, and for lots in the local flood area, it will be the elevation of the lowest opening. The detailed drainage plan shall be marked "approved by the applicable Engineer."

The submitting of the detailed drainage plan does not have to occur prior to review of the final plat by the Planning Commission. The detailed plan shall, however, be on file in both the appropriate engineer's office and the office of the appropriate building permit issuing official prior to release of the plat for recording. Modifications may be made to the plan by the appropriate engineer after the plat has been approved.

8-101. Subdivision Types. For purposes of this article, subdivisions shall be classified as follows:

Urban Subdivisions. All subdivisions lying within an incorporated city and those subdivisions in the unincorporated areas of Sedgwick County having or intended to have a density of more than one dwelling unit per 25,000 square foot lot. All subdivisions or portions of subdivisions being platted for commercial, industrial, and public or semi-public purposes (directly related to an urban residential subdivision) are considered to be urban subdivision.

Suburban Subdivisions. All residential subdivisions lying in the unincorporated areas of Sedgwick County that have a density of one, or less than one, dwelling unit per 25,000 square foot lot are considered to be suburban subdivisions.

When interpreting this article, any time a tract of land is split by the application of a three-mile ring (i.e., a line drawn in a circular fashion that is three miles from the corporate limits of a city), the tract shall be considered to be within three miles of the city only if over fifty (50) percent of the area of the tract lies within the three mile ring. If over fifty (50) percent of the tract lies outside the ring, then the entire tract shall be considered to lie outside the three-mile ring.

8-102. Engineering Jurisdictions. When setting standards and specifications, approving engineering drawings, inspecting improvements, recommending acceptance of improvements, preparing petitions and establishing the amount of surety for guaranteeing the installation of required improvements; the following table shall be used to designate the "appropriate engineer" for the type of improvement listed:

Improvement	Appropriate Engineer	
	Column A	Column B
	City of Wichita	All Unincorporated Areas of Sedgwick County
Roadways, Alley, Curbs and Gutters, Sidewalks and Street Drainage Facilities	City Engineer	County Engineer
Water Supply Systems	Director of Water Sewage Treatment of the City of Wichita*	County Code Enforcement

Fire Hydrants	Director of Water Sewage Treatment of the City of Wichita and the Fire Chief of the City of Wichita	County Fire Chief
Sanitary Sewer Systems	City Engineer*	County Engineer*
Storm Sewer Systems/Storm Water Management Facilities/Street Drainage Facilities	Storm Water <u>City Engineer**</u>	County Engineer
Street Signs	City Engineer	County Engineer
Underground Wiring	Utility Company	Utility Company
Overhead Wiring	Involved	Involved
Gas Lines		
Benchmarks	City Engineer	County Engineer
Monuments		

*With the approval of the Kansas Department of Health and Environment and the City of Wichita-Department of Environmental Services, as applicable, when required by Law.

**The City's Storm Water Engineer shall have oversight over all stormwater quality matters, requirements of the NPDES program, stormwater management plans, subdivision grading/drainage plans and watershed planning.

8-103. Required Improvements. The subdivider of a proposed subdivision shall install, or guarantee the installation of, the following facilities and improvements:

(A) Streets.

For urban subdivisions being platted for residential development, all local and collector streets shall be paved with pavement that conforms to the standards adopted by the appropriate governing body. Streets shall also be paved in subdivisions that are being platted for development of office, commercial or industrial uses.

For suburban subdivisions located within three-miles of the City of Wichita that are proposing lot sizes from 25,000 square feet to one acre in size and involve property identified as being within the future urbanizing area, all local streets required by these regulations shall be paved in accordance with a suburban street pavement standard.

The suburban street pavement standard shall provide for a minimum of six inches of base stabilization with treated subgrade and shall not require the installation of curb and gutter. The paved roadway shall provide a 24-foot wide driving surface and shall be paved with a minimum of six inches of asphalt or concrete. The asphalt thickness may be increased to the thickness called for in the "Supplementary Pavement Thickness Design Manual for Residential Streets within the Wichita Metropolitan Area" based upon a determination by the County Engineer that a thicker pavement is warranted. In all cases, construction of paved suburban roadways shall provide for installation of adequate roadside shoulders and adjacent open ditch drainage.

For suburban subdivisions not required to construct paved suburban streets, all roadways required by these regulations shall be constructed with gravel or sanded surface. If other than a gravel or sanded surface is desired, the suburban street pavement standard as described for suburban subdivisions shall be used.

For urban subdivisions in or within three (3) miles of the City of Wichita, the Subdivider shall provide for paved access of section-line roads between the nearest paved segment and the entrance to the subdivision, in conformance with the standards established by City Council policy.

Paving of arterial streets shall be required in accordance with the following provisions:

- (1) Within any unincorporated portion of an Urban Growth Area, all proposed subdivisions shall provide access to a paved arterial street when a Community Sewer System (CSS) is proposed or when the vehicle trips projected to be generated by the proposed subdivision will cause, cumulatively, more than 200 vehicle trips per day on the arterial street (in accordance with trip generation rates contained in the most recent edition of "Trip Generation", Institute of Transportation Engineers).
 - (a) Where paving on the arterial street does not exist at the time of platting to the entrance to the subdivision, the subdivider shall petition Sedgwick County to provide the paving, in minimum increments of one-half mile, to the nearest paved arterial. To offset its costs and the debt service on obligations issued to pay for such paving, the petition shall be based on a charge to the subdivider of \$950 per acre of land platted. The fee shall be guaranteed by surety that is acceptable to the County, prior to final plat approval. The fee shall be credited to the account established by Sedgwick County for the express purpose of paving arterial streets in Urban Growth Areas and for the debt service on obligations issued by Sedgwick County for that purpose.
 - (b) Where paving on the arterial street does exist at the time of platting to the entrance to the subdivision, in order to offset its share of the costs of paving arterial streets and the debt service on obligations issued to pay for such paving, Sedgwick County shall charge a benefit fee, in accordance with the following fee schedule, to any property that is subdivided after the effective date of this Ordinance within the unincorporated portion of an Urban Growth Area, except as specifically exempted below. The fee shall be guaranteed by surety that is

acceptable to the County, prior to final plat approval. The fee shall be credited to the account established by Sedgwick County for the express purpose of paving arterial streets in Urban Growth Areas and for the debt service on obligations issued by Sedgwick County for that purpose.

i. For properties that do not have access to an arterial street paved as of the effective date of Res. No. 201-2005 (Publ. 12-27-05), the benefit fee shall be \$950 per acre.

ii. For properties that have access to an arterial street paved as of the effective date of Res. No. 201-2005 (Publ. 12-27-05), the benefit fee shall be \$475 per acre.

iii. The benefit fee shall not apply to properties that pay fees to Sedgwick County under the provisions of Paragraph 1(a) above, are outside an Urban Growth Area, or to existing structures that are not subject to platting.

(2) Outside an Urban Growth Area, all proposed subdivisions shall provide access to a paved arterial street when the vehicle trips projected to be generated by the proposed subdivision will cause, cumulatively, more than 200 vehicle trips per day on the arterial street (in accordance with trip generation rates contained in the most recent edition of "Trip Generation", Institute of Transportation Engineers). Where paving on an arterial street does not exist at the time of platting to the entrance to the subdivision, the subdivider shall petition Sedgwick County to provide the paving, in minimum increments of one-half mile, to the nearest paved arterial. In the petition, the subdivider shall agree to be responsible for the entire cost of the paving and will pay the costs to Sedgwick County in full, or by surety that is acceptable to the County, prior to final plat approval.

Effect of Future Annexations. The imposition of the above fees shall apply irrespective of any future annexation by a city.

(B) Sidewalks.

Sidewalks, when required, shall be guaranteed from curb to curb of intersecting streets rather than to property lines. Sidewalks shall be constructed as near as possible to property lines rather than curb lines.

For urban subdivisions, sidewalks shall be guaranteed for construction at locations that conform to the requirements of the City of Wichita's Sidewalk Ordinance. This ordinance applies to not only property within the city limits of Wichita, but also to all unincorporated property within three (3) miles of Wichita's corporate boundaries.

An alternative sidewalk plan may be proposed by the subdivider that indicates the construction of sidewalks at locations different from those required by the Sidewalk Ordinance. The Planning Commission may recommend that the Wichita City Council accept the alternative sidewalk plan

provided it is determined that the alternative plan provides a pedestrian circulation system that is equal to or superior to the circulation system required by the Sidewalk Ordinance. If an alternative plan indicates the construction of sidewalks within private open space, the subdivider shall guarantee the construction of such sidewalks by a method acceptable to the engineer having jurisdiction. A covenant that assures the perpetual maintenance of the sidewalk system within private open space shall be submitted by the subdivider. This covenant shall be recorded with the Register of Deeds and shall run with the land.

For suburban subdivisions, sidewalks shall not be required unless the engineer having jurisdiction can show how construction of a sidewalk would significantly enhance pedestrian access to schools, parks, or places of public assembly.

(C) Sanitary Sewer.

All sanitary sewer and sewerage treatment systems are subject to regulation by the Kansas Department of Health and Environment. Sanitary sewer lines shall not be combined with storm water sewer lines.

(1) Within the City of Wichita.

(a) Laterals shall be installed in accordance with the standards of the appropriate engineer. Where permanent facilities are in the planning or construction stage, temporary facilities may be used, provided, the lot sizes being created are appropriate for use of a municipal system and a restrictive covenant is provided to guarantee the proper building site necessary for proper functioning of the temporary facilities. If individual treatment systems are used, then the minimum aggregate building site area prescribed in Section 8-103(C)(4) shall be followed.

(b) Mains and submains shall be installed at the direction of the governing body. The cost of such installation may be assessed to benefiting properties or paid from other funds.

(2) Within unincorporated areas designated for urbanized growth, as shown on the adopted comprehensive plan, or on a map approved by the governing body that shows areas designated for future growth or indicates areas to be served by future sewer line extensions, the following requirements shall apply:

(a) Laterals shall be installed in accordance with the standards of the appropriate engineer. Temporary facilities may be used as provided in (1) (a) above.

(b) Mains (and submains) shall be installed at the direction of the governing body. The extensions of mains shall be made at the discretion of the governing body. The decision to extend a main shall evaluate the cost of the extension relative to the rate of growth expected in the area to be served by the main. The length and size of the sewer main extension shall be reasonable when the cost of the line extension is compared to the number of people to be served by the improvement. The cost of such construction may be paid from the funds of the governing body

as deemed proper by them. Those costs that are legally chargeable to a benefit district may be so assessed or such costs may be recovered later by use of a connection or "hook-up" fee. Connection or hook-up fees shall be payable at the time of development. In those areas where growth is expected within the planning period, but extension of main sewers is not yet feasible as determined by the governing body, the subdivider shall provide either the necessary main extensions to connect to an existing sanitary sewer system or an on-site treatment facility (such as a "package plant") that is satisfactory to the appropriate engineer, the City of Wichita Department of Environmental Services/County Code Enforcement, as applicable, and the Kansas Department of Health and Environment. When the subdivider is required to provide the main sewer, treatment facility, or submain sewer, the governing body may participate in improvement costs to the degree that it determines the public interest is served.

- (3) For urban subdivisions in other areas, the subdivider shall provide municipal-type sanitary sewer service approved by the appropriate engineer or an on-site treatment facility that is satisfactory to the appropriate engineer, the City of Wichita Department of Environmental Services/County Code Enforcement, as applicable, and the Kansas Department of Health and Environment. In approving such a system, the MAPC may require a covenant be filed that prohibits certain land uses that are inappropriate to discharge into on-site systems.
- (4) For all other areas not covered by the preceding sections, on-site systems of sewage disposal may be used on individual lots, provided that:
 - (a) All new lots on property on which an onsite wastewater treatment system is to be constructed must provide a lot size with a minimum of 43,560 square feet. This minimum size requirement is independent of all other area and separation requirements;
 - (b) There is a soil profile and other soil tests made for each lot or such number of lots as may be specified by the City of Wichita Department of Environmental Services/County Code Enforcement, as applicable. The lots shall be satisfactory for a septic tank system if there is a percolation rate from 6 to 60 minutes per inch or less. Lots shall be satisfactory for a sewage lagoon if there is a percolation rate of 61 minutes per inch or more. For lots with soils found to have percolation rates between 0 and 5 minutes per inch, a specially designed sewage disposal system approved by the Director of Environmental Services shall be required. Soils information available at the Office of the Sedgwick County Soil Conservation District shall be consulted where conditions indicate that more detailed soils information is needed, and;
 - (c) There is at least 10 feet of separation between the groundwater elevation and the ground surface as determined by the City of Wichita Department of Environmental Services/County Code Enforcement, as applicable.
 - (d) Any property shall have preliminary soil profiling completed before platting in order to determine if there is sufficient area for the primary dispersal or soil absorption system as well as a reserve area for the dispersal or soil absorption system. An area of equal size to the primary dispersal

or soil absorption area shall be held in reserve for future replacement of same.

- (e) A sewerage system, of any kind, may not be constructed and/or used on any lot, tract or parcel outside the boundary of any city until a permit has been issued by the County or State official authorized to issue the sewerage system permit.

When the City of Wichita Department of Environmental Services Health/County Code Enforcement, as applicable, determines that soil conditions or lot sizes are not suitable for septic tank systems or other on-site sewage disposal facilities, sanitary sewer and/or sewage treatment facilities, approved by the appropriate engineer, shall be provided.

(5) Community Sewer Systems (CSS):

- (a) CSS Oversight Committee. The County Manager shall establish an oversight committee for the purpose of which shall be to review the technical feasibility of proposed community sewer systems; educate builders and the public regarding these systems; provide technical assistance regarding the systems, if requested and as able; monitor and review CSS implementation and operation; and make other recommendations as appropriate.

- (b) Maintenance Responsibility. Community sewer systems shall be owned and maintained by a city or a sewer district. The developer shall petition for inclusion of the proposed CSS in the sewer district or acceptance of the facility by a city prior to issuance of a permit. Within an Urban Growth Area, the pertinent city shall be contacted regarding the assumption of maintenance responsibility for the CSS and may require a cost-effectiveness determination before accepting that responsibility.

- (c) Criteria for Use of CSS. A CSS shall be a type that has been approved by the County Manager's CSS Oversight Committee prior to the Planning Commission review of the final plat. The number of different types of CSS allowed shall be limited so that cities and sewer districts can more easily maintain all systems for which they assume responsibility.

- (1) The CSS Oversight Committee shall consider for approval only nitrogen-reducing systems with a proven history based on operating records, or an approved equivalent.

- (2) A CSS shall only be approved for domestic strength wastewater.

- (d) Standards for Use of CSS:

- (1) No building permits shall be issued until the CSS has received all applicable permits for the sewer system.

- (2) Within an Urban Growth Area, a CSS shall be installed in accordance with the sanitary sewer system requirements and specifications of the pertinent city (except when otherwise allowed by a city on a case-by-case basis), including the city's criteria specified for location and

connection to its municipal sewer when that system is extended to the subdivision.

- (3) Easements for the approved system shall be dedicated at the time of platting.
- (4) The developer shall provide a petition, as required by the city, for future extension of the sewer main to serve the property. The city may also require a petition for annexation.
- (5) In a subdivision using a CSS, the minimum lot size shall be 12,000 square feet, with minimum side yard setback of twelve feet.
- (6) For any of the requirements of this Subsection (C) that call for action by a governmental agency, the requirement for municipal-type sewer facilities shall not apply if the governing body does not fulfill its obligation within a set period of time. The amount of time available to the governing body shall be determined by the Planning Commission at the time the final plat is approved. The amount of time shall not exceed five (5) years. If the governing body fails to act within the established time period, the subdivider may proceed with approved individual treatment systems

(D) Water Supply Systems.

- 1) Within an Urban Growth Area, the subdivider shall contact the city to which the Urban Growth Area pertains, as designated in the most recently adopted version of the Wichita-Sedgwick County Comprehensive Plan, to determine the financial feasibility of connecting the proposed subdivision to the city water system. If financially feasible, then the subdivision shall be connected to the city's water system in accordance with that city's standards.
- 2) Where it is not currently financially feasible to connect a subdivision to the city water system within an Urban Growth Area, the subdivider may provide a community well system.
 - a. Said system shall be installed to city standards applicable to the installation of the city's municipal system in order to permit eventual connection to the municipal system when a water main is extended to the subdivision.
 - b. The property owner shall apply for and obtain permits for the community well from the Department of Agriculture, Division of Water Resources and from Kansas Department of Health and Environment.
 - c. The subdivider shall install the well and water distribution system and shall dedicate the system to the city, in accordance with an agreement with the city to assume ownership and operation of the community well and distribution systems.
- (3) In all areas where a municipal or rural water supply system is not available, the subdivider may provide an on-site water supply approved by the appropriate jurisdiction.

- (4) For subdivisions outside the Urban Growth Area, where individual domestic wells are proposed to supply water, well construction shall at a minimum conform to the State of Kansas requirements and regulations. Lots with individual domestic wells shall be at least one acre or larger in size. Except in the case of a single lot for which platting is required, the following standards shall also apply:
- (a) A licensed geologist or licensed professional engineer with experience in hydrogeology shall determine, using the Safe Yield Methodology (as defined by Kansas Division of Water Resources rules and regulations, as may be amended from time to time), whether an adequate, safe supply of water is available that does not impair existing water rights. That analysis shall include the following components:
- (1) A water availability evaluation shall be done for the proposed subdivision, using the center of the subdivision as the "point of diversion". That evaluation shall include all existing water appropriations within a two-mile radius of the "point of diversion", and the established safe-yield of the aquifer that the subdivision is projected to use for a water supply.
- (2) Maximum levels of potential contaminants shall follow recommendations and requirements of the Safe Drinking Water Act and the K-State Bulletin # MF- 912 (as may be amended from time to time). Treatment of the water to meet drinking water suitability requirements shall be provided by the subdivider.
- (b) In lieu of the requirements and standards of subsection (a), another method approved by the Kansas Division of Water Resources may be used to satisfactorily demonstrate availability and non-impairment of existing water rights.
- (5) During the platting process, perimeter easements shall be dedicated for the potential future extension of public water in accordance with the standards of the municipal entity planning to extend service to the area.

(E) Fire Hydrants.

Fire hydrants, which are in accordance with the standards of the appropriate engineer and fire chief, shall be provided wherever a public water supply system is required.

(F) Storm Drainage System.

For urban subdivisions, a storm drainage system that is both separate and independent of the sanitary sewer system and meets all of the specifications and requirements of the appropriate engineer shall be required. Plans for mitigating stormwater pollution may be required by the engineer. The engineer ~~should consider~~ shall use structural and nonstructural methods that prevent the degradation of stormwater quality ~~and may result in to create a~~ long-term, positive impact on the quality of stormwater runoff. Storm sewers shall be connected to the existing storm drainage system of the City where the subdivision is located, the system of the nearest city or to the nearest major water channel. If such

connections are not available, other adequate means for the discharge of the storm drainage system shall be provided by the subdivider.

(G) Street Signs.

For all subdivisions, street signs approved by the appropriate engineer shall be required.

(H) Underground Wiring.

Underground wiring for electric power, cable T.V. and telephone service is required in all subdivisions, except as follows:

- (1) For lines rated over 12,000 volts.
- (2) Appurtenance serving such lines that may be mounted on the ground, such as transformers, transformer pads, and telephone service pedestals.
- (3) For those proposed subdivisions or replats of existing subdivisions that are less than six (6) acres in size and located in developed areas that presently have an overhead type of distribution system.
- (4) For those residential subdivisions in the unincorporated areas having a lot size of five (5) acres or more.

All such construction and installation shall be under contract with the utility. Construction or installation shall occur after sanitary sewer lines, if any, are in place.

Nothing in this section shall be construed to mean that the subdivider must provide for underground installation of lines beyond the boundaries of the area contained in the preliminary plat.

(I) Monuments.

For all subdivisions, monuments shall be placed at all block corners, angle points, points of curve in streets, and at intermediate points as determined by the appropriate engineer. Monuments shall be of a material, diameter and length approved by the appropriate engineer. All monuments shall be securely placed and set in such a manner that the top of the monument shall be at least twelve inches below grade or ground level. The appropriate engineer may add additional specifications as determined necessary. Benchmarks may also be required as determined by the appropriate engineer. Benchmarks shall be of a material, size, and length approved by the appropriate engineer.

(J) Relocation of Existing Facilities.

Whenever existing municipal facilities such as sanitary or storm water sewers, water lines, drainage channels, culverts, pipelines, or transmission lines are required to be relocated due to a subdivision, or construction of improvements required as a part of a subdivision, the cost of such relocation shall be the

sole responsibility of the subdivider. This is the case even if, at the time of subdivision approval, relocation costs were not specifically identified for the subdivider. The non-municipal utilities are solely responsible for the costs of relocating gas lines, pipelines, underground or overhead electric lines and communication lines due to a subdivision or construction of improvements required as a part of a

subdivision, unless the improvement exclusively serves that subdivision. Utility relocation costs resulting from such exclusive improvements shall be the sole responsibility of the subdivider. The appropriate engineer shall make the determination if the improvement exclusively serves a subdivision.

(K) Best Stormwater Management Practices.

~~When required by the City or County Engineer, the~~ subdivider shall take measures during construction to minimize soil erosion and sedimentation by wind or water, and to mitigate stormwater pollution as required by the City Engineer, Stormwater Engineer, County Engineer, and/or Chapter 16.32 of the City Code.

(L) Improvements Subject to Flooding.

For all subdivisions that include property subject to flooding, new or replacement water supply and/or sanitary sewer systems shall be designed to minimize or eliminate infiltration of flood waters and shall be located so as to avoid their impairment or contamination during flooding, and outside of any floodway reserve or easement.

(M) Off-site Improvements.

For all subdivisions, the subdivider shall guarantee any off-site improvements determined by the Metropolitan Area Planning Commission to be necessary for the development of the proposed subdivision. Such off-site improvements may include, but shall not be limited to, construction of accel/decel lanes or other widenings of existing street pavement, installation of street intersection signalization and/or channelization, street construction, installation of drainage channels or swales and the extension of municipal water, storm sewer or sanitary sewer lines.

(N) Street Lighting.

For new residential streets in all urban-scale plats located within the City of Wichita or within three (3) miles of Wichita's city limits, street lights shall be installed at each intersection. Mid-block lights shall be installed if the distance between intersections exceeds one thousand 1,000 feet (1,000') or as necessary to enhance traffic safety on curvilinear streets. A street light shall be installed in those cul-de-sacs exceeding five hundred 500 feet (500') in length or as necessary to enhance traffic safety on curvilinear cul-de-sacs. All street lights in new residential areas shall be served underground.

8-104. Exceptions for Existing Improvements.

(A) When a proposed subdivision is for an area presently having some of the required improvements set out in Section 8-103, and where the existing improvements meet the requirements of Section 8-103 and are in good condition as determined by the appropriate engineer, the subdivider shall not be required to guarantee installation of duplicate improvements. However, if existing improvements do not meet the requirements of Section 8-103 or are not in good condition, the subdivider shall guarantee the repair, correction, or replacement of the existing improvements.

(B) Where the proposed subdivision is a resubdivision or concerns an area presently abutting or containing any existing public street rights-of-way that are less than the minimum right-of-way widths required by these regulations, land shall be dedicated by the subdivider in order to meet the right-of-way standards of Section 7-201(G), Section 7-201(H) and/or Metropolitan Area Planning Commission policy. The subdivider of the proposed subdivision shall also guarantee the construction of any additional roadway pavement needed to meet the minimum pavement standards as set forth in Section 7-201(G). The appropriate engineer shall determine what adjustment to make, if any, when pavement widenings merge with existing streets, which are of smaller width, at the boundary of the proposed subdivision. The appropriate engineer may reduce the right-of-way required by these Regulations to match an existing roadway system if the extension of the right-of-way is two blocks or less in length and the driving surface is already improved at each end of the right-of-way in the subdivision. The appropriate engineer may also require lanes to be painted on widened streets in order to designate driving and parking areas. The Planning Commission may waive the above stated requirement for pavement widening, if the length of the pavement to be widened is less than 135 feet.

8-105. Agreement, Bond, Deposit and Petitions Guaranteeing Installation of Required Improvements. Except for monuments, underground wiring, overhead wiring and gas lines, one of the following methods shall be used by the subdivider to guarantee that improvements required by these Regulations will be installed.

(A) Fiscal Sureties.

Fiscal sureties may be offered and the following shall apply:

- (1) Upon final approval of plans or specifications for required improvements, the owners and/or the subdivider of the land proposed to be subdivided shall enter into an agreement with the City or County (depending on the association of the appropriate engineer establishing the standards for the improvements), where the owners and/or subdivider agree to install such required improvements at their own expense in accordance with approved plans and specifications, within the time prescribed by the provisions of these Regulations. The agreement shall be conditioned upon the approval of the final plat for the subdivision.
- (2) Simultaneously with the execution of the agreement provided for in subparagraph (1) above, the owner and the subdivider of the land proposed to be subdivided shall furnish a corporate completion bond by a firm authorized to do business in Kansas with good and sufficient sureties, or a cashier's check, escrow account, or irrevocable letter of credit in favor of the governing body, in the amount of

the estimated cost as approved by the official responsible for setting and enforcing the applicable design and construction standards of the installation of the required improvements. The financial guarantee shall be conditioned upon approval of the final plat and further conditioned upon the actual completion and installation of the required improvements within two (2) years from the date that the final plat is approved by the Planning Commission.

- (3) Simultaneously with the execution of the agreement provided for in Section 8-105(A)(1) above, if the subdivider furnishes a corporate completion bond, he shall also deposit in escrow with the governing body, who is to accept the improvements AND cash in the amount of fifteen percent (15%) of the cost of all improvements to be made in accordance with the plans and specifications for the improvements. If a subdivider furnishes a cashier's check, escrow account or irrevocable letter of credit in favor of the governing body, fifteen percent (15%) of the amount of such cashier's check, escrow account, or letter of credit of the governing body shall be held as a deposit in escrow after the final completion of the improvements. The subdivider shall agree that the deposit in escrow may be held by the governing body for a period for twenty-four (24) months after the final completion of the improvements for the purpose of:

- (a) Guaranteeing and securing the correction of any defect in material or workmanship furnished for the improvements, latent in character, and not discernible at the time of final inspection or acceptance by the governing body; and,
- (b) Guarantee against any damage to the improvements by reason of the settling of the ground, base or foundation.

The escrow agreement shall also provide that, if defects develop in the improvements the deposit may be applied by the governing body toward the costs incurred for correcting the defects; and that the balance of the deposit, if any, shall be held to the end of the twenty-four (24) month period. Upon completion of the twenty-four (24) month period, the balance of funds in the escrow account shall be returned to the depositor without the payment of interest by the governing body.

- (4) Prior to offering any improvement to the governing body, the subdivider shall furnish good and sufficient guarantee that all indebtedness incurred for supplies, material, labor furnished, or engineering and professional services during the construction of improvements have been paid in full and that there are no claims for damage or suits against the contractor involving the improvement.
- (5) Petitions for future municipal services for urban developments within a city's adopted growth area must include consent to annexation. Annexation petitions will not be activated until the development is contiguous to established corporate city limits, unless approved by the County Commission.

(B) Petitions.

Petitions to the governing body of any city or the county may be submitted as a means of guaranteeing to the governing bodies the authority to install improvements at such time as they deem appropriate. Petitions may be submitted only when the following conditions exist:

- (1) The petitions must be valid petitions as may be provided for under Kansas law.
 - (2) The petitions must be reviewed and approved by the appropriate engineer prior to acceptance and approval by the governing body. Petitions should be accompanied by a breakdown in spreadsheet form of the estimated assessment costs for each lot. Should the governing body decide to accept petitions as a guarantee, they shall be accepted and approved concurrently with the approval of the subdivision.
 - (3) The initiating resolution for the petitioned improvements must be adopted by the governing body concurrently with the petition approval or as soon thereafter as may be provided by law. The cost of the publication of the resolution shall be paid by the subdivider.
 - (4) A certificate signed by the petitioners, which states that petitions have been filed and approved by a governing body and that the property within the plat will be liable for the payment of special assessments in the future, has been submitted for recording with the Register of Deeds.
 - (5) Petitions for future municipal services for urban developments within a city's adopted growth area must include consent to annexation. Annexation petitions will not be activated until the development is contiguous to established corporate city limits, unless approved by the County Commission.
- (C) Monuments and benchmarks shall be installed by the subdivider before the subdivision plat is recorded with the Register of Deeds.
- (D) If required by the Planning Department, the subdivider shall submit a letter from the utility(ies) involved stating that satisfactory arrangements have been made to guarantee the installation of underground wiring. This letter shall be submitted to the Planning Department, prior to release of the plat for recording.

8-106. Vacation of a Subdivision. Prior to the sales of any lots within a subdivision, the subdivider may file for the vacation of the plat prior to the time that the improvements covered by platting guarantees are installed. After the plat is vacated, all fiscal sureties associated with the plat shall be returned to the subdivider.

9-101. Petitions. If the subdivider intends to submit petitions to the governing body as the means to guarantee the improvements required by Article 8 of these regulations, the subdivider shall so advise the appropriate engineer at the time of the preliminary plat. If the petition method is authorized by the appropriate engineer, petitions shall be submitted to that engineer for forwarding to the appropriate governing body. For petitions to be acceptable guarantees, they must be approved by the governing body concurrently with the final plat. If petitions are rejected by the appropriate governing body, then a platting requirement has not been met and the subdivision shall not be approved by the governing body. In this instance, the plat shall be placed on hold until such time as the applicant has resolved his financial obligations, or has selected another acceptable guarantee method (i.e., cash deposit, actual construction, letter of credit or performance bond).

9-102. Final Improvement Plans. When the use of petitions has not been authorized by the appropriate engineer, or proposed petitions have been rejected by a governing body, the subdivider shall have a licensed professional engineer prepare engineering drawings for the required improvements. The engineering drawings shall contain all data and information specified in Section 9-103 of these regulations. The drawings shall be certified by a licensed professional engineer. A blue-line copy of the drawings shall be submitted to the appropriate engineer at least thirty (30) days prior to the date that a governing body considers the subdivision proposal. A reproducible copy (vellum or mylar) of the drawings shall be submitted to the appropriate engineer at least seven (7) days prior to the date that a governing body considers the subdivision proposal. Failure to provide the appropriate engineer with at least thirty (30) days time to review and approve engineering drawings will be considered automatic consent to an extension of, or a waiver by the subdivider of, any time limitation for subdivision approval. The subdivider may contract with any governmental agency or public utility company to prepare the required engineering drawings.

The engineer having jurisdiction may waive the requirement for submission of final improvement plans, prior to the plat being considered by the governing body if, in the engineer's opinion, adequate substitute information has been submitted. In this instance, information shall be submitted that permits a determination of expected costs for both the preparation of final improvement plans and the installation of required improvements. The guarantee submitted shall be of a sufficient dollar amount to cover the costs of plan preparation and improvement construction.

9-103. Content of Engineering Drawings. Engineering drawings for required improvements shall contain the following data and information:

- (A) Plans, details, specifications and cost estimates for roadway and sidewalk construction, including plans, survey indicating existing topography and elevation, including curb and sidewalk elevation, intersection control elevation and paving geometrics for each street with a typical cross section of the roadway. This information shall be shown on standard plan and profile sheets unless otherwise required by the appropriate engineer.
- (B) Plans, profiles, details, specifications and cost estimates of proposed storm drainage improvements.

- (C) Plans, profiles, details, specifications and cost estimates of proposed water distribution systems and proposed water supply facilities and water hydrants, if any.
- (D) Plans, profiles, details, specifications and cost estimates of sewage systems and of sewage treatment plants, if any.
- (E) Grading plans for all lots and other sites in the subdivision.
- (F) When unusual site conditions exist (e.g. high groundwater), the appropriate engineer may require such additional plans, specifications, and drawings as may be necessary for an adequate review of the improvements to be installed.
- (G) All plans shall be based on North American Vertical Datum of 1988 (NAVD_88) ~~(North American Vertical Datum 1988)~~ for vertical control.
- (H) All plans for underground and overhead wiring and gas lines shall be prepared by, or at the direction of, the utility involved.

9-104. Review of Plans. The appropriate engineer, official or agency responsible for determining specifications and standards referred to in Section 8-103 shall review all engineering drawings in order to determine whether the drawings are consistent with the approved preliminary plat and comply with their design standards. If the drawings are consistent with the preliminary plat and comply with design standards, the reviewing official shall so notify the Planning Commission. In the event that the drawings do not conform or comply, the reviewing official shall notify the subdivider of the specific defects of the drawings so they may then correct the drawings. If the drawings are not corrected, the reviewing official shall forward to the Planning Commission a notice outlining the item of nonconformity or noncompliance.

9-105. Construction of Improvements. Improvements shall not be constructed nor shall any work preliminary to improvement construction be done until such time as a final plat and the required engineering drawings have been approved and there has been compliance with all of the requirements relating to an agreement, bond and deposit specified in Section 8-105 of these Regulations.

9-106. Inspection. All improvements constructed shall be subject to inspection by the appropriate engineer or official responsible for setting and enforcing the applicable design and construction standards of the required improvement. The cost attributable to all inspections required by this regulation shall be charged to and paid by the subdivider. Before any required inspections take place, the subdivider may be required to post a deposit with the appropriate official or such agency entrusted to keep the security for the official, to cover the cost of the inspections. The subdivider shall give at least forty-eight (48) hours written notification to the official prior to the performance of any of the following work:

- (A) All phases of roadway and sidewalk construction.
- (B) All phases of construction in public rights-of-way including, but not limited to water lines, sanitary sewer lines, storm sewer, underground wiring and other required improvements.

9-107. Inspection Procedures. After notice is received as specified in Section 9-106, the official designated in Section 9-106 may conduct an on-site inspection to determine if the work complies with the approved engineering plans and specifications. If in the opinion of the official the work does not comply with the final drawings, they shall have authority to order that the work be terminated until such time as necessary steps are taken to correct any defects or deficiencies. Upon the correction of the defects or deficiencies, the subdivider shall again notify the official designated in Section 9-106.

9-108. Final Inspection. Upon completion of all improvements within the area covered by the final plat, the subdivider shall notify the official designated in 9-106, who shall then conduct a final inspection of all improvements installed. If the final inspection indicates that there are defects or deficiencies in the improvements as installed or if there are any deviations in the improvements as installed from the final engineering plans and specifications, the official shall notify the subdivider in writing of the defects, deficiencies or deviations. The subdivider shall, at their sole cost and expense, correct the defects or deviations within six (6) weeks of the date of notification.

When the defects, deficiencies or deviations have been corrected, the subdivider shall notify the designated official that the improvements are, again, ready for final inspection. After the final inspection is made and before acceptance of the improvement by the governing body, the subdivider shall file an affidavit with the appropriate engineer certifying that all obligations incurred in the construction of the improvement involved have been properly paid and settled. The affidavit shall be executed by the subdivider.

9-109. Report to the Governing Body. If a final inspection verifies that all installed improvements are free from defects and deviations, the official designated in Section 9-106 shall certify to the governing body that all improvements have been properly installed. The receipt of the certification by the governing body shall establish the date the 24-month period specified in Section 8-105 (A)(3) shall commence.

9-110. Acceptance of Improvements. Upon the receipt by the governing body of the certificate of the official that all improvements have been installed in accordance with the approved engineering drawings, and the requirements of this regulation and all other applicable statutes, ordinances and regulations, the governing body shall by Resolution formally accept the improvements. The improvements shall become the property of the governing body involved.

9-111. As Built Plans. Upon the completion of all improvements within the perimeter of the final plat and prior to acceptance of improvements by the governing body the subdivider shall furnish "as built" plans for streets, stormwater, drainage facilities, sanitary sewers, and easement grading, to the official designated in 9-106. The plans shall be certified by a licensed professional engineer.

11-101. Interpretation and Construction.

- (A) Where the conditions imposed by the provisions of these regulations are either more restrictive or less restrictive than comparable requirements imposed by the provisions of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations that are more restrictive and impose higher standards or requirements shall govern.
- (B) The provisions of these regulations are not intended to abrogate any easement, covenant or other private agreement, provided that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant, or other private agreement, the requirements of these regulations shall govern.
- (C) A subdivision of land that was not lawfully existing at the time of the adoption of these regulations shall not become or be made lawful solely by reason of the adoption of these regulations.
- (D) The provisions of these regulations are cumulative and additional to all other laws and ordinances heretofore passed or that may be passed hereafter governing any subject matter set forth in the provisions of these regulations.
- (E) Except as provided for in Sec. 11-102 of these Regulations, words or phrases defined in the Unified Zoning Code shall have the same meaning whenever the word or phrase is used in these Regulations.

11-102. Definitions. Any word or phrase that is defined in this Section shall have the meaning assigned to it whenever the word or phrase is used in these Regulations, in staff reports or during hearings before the Subdivision and Utility Advisory Committees, the Planning Commission or a Governing Body.

ABUT: ~~To physically touch or border upon; or to share a common property line. Touching, adjoining or contiguous; as distinguished from lying near to or adjacent. The term generally means the same as "Adjoin" although different objects such as a lot and a street are said to Abut while similar objects such as two lots are said to Adjoin.~~

ACCEL LANE: An added roadway lane that permits integration and merging of slower moving vehicles into the main vehicular stream.

ACCESS CONTROL: Access control is the limitation of public access rights to and from properties abutting streets or highways. Access control is used on higher functional classes of roadways to preserve high-quality traffic service and to improve safety.

ALLEY: ~~A strip of land, public right-of-way~~ along the side of or in the rear of lots intended to provide a secondary means of access to and from streets and the lots. An alley is not intended for general traffic circulation.

of a street e.g., 14th Circle. See Section 7-201(T).

CITY: The City is defined as the City of Wichita, Kansas; unless the context clearly indicates that another city is being referenced.

CLUSTER SUBDIVISION: A form of development for single-family residential subdivisions that permits a reduction in lot area and bulk requirements, provided that there is no increase in the number of lots permitted under a conventional subdivision and the resultant land area is devoted to open space. The clustering design technique concentrates building in specific areas on the site to allow the remaining land to be set aside for recreation, meaningful common open space and preservation of environmentally sensitive features.

COMMISSION: The Wichita-Sedgwick County Metropolitan Area Planning Commission.

COMMUNITY SEWER SYSTEM (CSS): A sewerage treatment system designed to serve a limited number of properties in a limited geographic area; generally two or more lots within a single plat or adjoining plats.

COMPREHENSIVE DEVELOPMENT PLAN: ~~Any official map or street plan, the future land use map or plan, or any other plan or map of any city or of the Wichita-Sedgwick County Metropolitan Area Planning Commission, for the guidance of municipal growth and improvement of that City, the Metropolitan Area or Sedgwick County. Preparing for Change: The Wichita-Sedgwick County Comprehensive Plan, as adopted by the Sedgwick County Board of Commissioners and the Wichita City Council in June 1993, the 2005 Update to the Wichita-Sedgwick County Comprehensive Plan, Preparing for Change, as adopted by the Sedgwick County Board of Commissioners and Wichita City Council in May 2005, and as amended from time to time.~~

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COUNTY: The County is defined as unincorporated Sedgwick County, Kansas; unless the context clearly indicates that another meaning is intended.

COURT: A street naming suffix designating a street with a single common ingress and egress (cul-de-sac). The "court" suffix is used as a part of a street name when the cul-de-sac emanates from a street at a near right angle, e.g., 14th Court. (See Section 7-201(T)).

CROSSWALK: A strip of land dedicated for public use that is established across a block for the purpose of providing pedestrian access to adjacent areas.

CULVERT: A drain, ditch or conduit not incorporated in a closed system that carries drainage water under a driveway, roadway, railroad, pedestrian walk or public way.

CURB CUT: The opening along the curb line at which point vehicles may enter or leave a roadway.

CURB RETURN: The connecting link between the street curb and the ramp (driveway) curb.

DECEL LANE: An added roadway lane that permits cars to slow down and leave the main vehicle stream.

FLOOD, BASE ELEVATION: The highest elevation, expressed in feet above sea level, of the level of flood waters having one percent chance of being equaled or exceeded in any given year.

FLOOD CONTROL: The elimination or reduction of flood losses by the construction of flood storage reservoirs, channel improvements, dikes and levees, by-pass channels, or other engineering works.

FLOODWAY: The channel of a natural stream or river and portions of the flood plain adjoining the channel, which are reasonably required to carry and discharge the floodwater or flood flow of any natural stream or river, without increasing the water surface elevation at any point more than one foot. See RESERVE.

FLOODWAY FRINGE: That area of the mapped flood plain, outside of the regulatory floodway, that is likely to be flooded by the base flood.

FLOOD INSURANCE STUDY (FIS): The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and Flood Boundary/Floodway Map and the water surface elevation of the base flood.

FLOODWAY, REGULATORY: The channel of a river or other watercourse and the adjacent land areas as tabulated in the FIS (Flood Insurance Study) that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot at any point.

FORCE MAIN: A sanitary sewer line through which waste water is pumped rather than carried by gravity flow.

FRONTAGE: That side of a lot abutting on a street; the front lot line.

FRONTAGE ROAD: A public or private marginal access roadway generally paralleling and contiguous to a street or highway and designed to promote safety by eliminating unlimited ingress and egress to the street or highway by providing points of ingress and egress at more-or-less uniformly spaced intervals. A frontage road is designated by the use of the suffix "Drive" in the name assigned to the road, e.g., Kellogg Drive.

GOVERNING BODY: The elected governing body of any city or of Sedgwick County.

GROUNDWATER: Any subsurface water in the zone of saturation, including but not limited to spring water, perched water tables, seasonal water tables and aquifers.

HALF-STREET: The street right-of-way, measured from the street's centerline, that borders one or more property lines of a subdivision.

HOMEOWNERS ASSOCIATION: A community association, other than a condominium association, that is organized in a development where individual owners share common interests in open space or facilities. The homeowners association usually holds title to reserves, manages and maintains the common property, and enforces certain covenants and restrictions. Condominium associations differ from homeowners associations in that condominium associations do not have title to the common property.

IMPROVEMENTS: All facilities constructed or erected by a subdivider to permit and facilitate the use of lots

OFF-SITE IMPROVEMENTS: Improvements located on property outside the perimeter of the subdivision that are determined by the Planning Commission to be necessary because of the proposed subdivision, e.g., construction of streets, signalization of intersections, drainage channels, extension of public utilities, etc.

ON-SITE: Located within the perimeter of the property that is subject to an application for subdivision approval.

OPEN SPACE, COMMON: Land within or related to a development, not individually owned or dedicated for use, that is designed and intended for the common use or enjoyment of the residents of the development and may include such complementary structures and improvements as are necessary and appropriate. Common open space is platted as a Reserve and is owned and maintained by a Homeowners Association.

OWNER: ~~Any person or persons, firm or firms, corporation or corporations, or any other legal entity having legal title to land being subdivided under these regulations. Also any legal entity having legal title to land for which a building permit application is made.~~ The property owner of record.

PACKAGE PLANT: A prefabricated or prebuilt waste water treatment plant.

PARKING: That portion of street right-of-way that is unpaved and that is located between the back of a curb and the street right-of-way line or sidewalk, if such an improvement has been installed. The parking strip provides unobstructed right-of-way for the installation of public utilities (typically gas and water lines), sidewalks, street signs, street lights, street furniture, street trees, emergency call boxes and other ancillary uses. The parking strip should not be confused with parking lanes that are often provided for as part of street pavement.

PEAK HOUR TRAFFIC: The largest number of vehicles passing over a designated section of a street during the busiest one-hour period during a 24-hour period.

PERCOLATION: Downward flow or infiltration of water through the pores or spaces of rock or soil.

PERCOLATION TEST: A test designed to determine the ability of ground to absorb water and used in determining the suitability of a soil for drainage or for the use of a septic system.

PETITION, PUBLIC IMPROVEMENT: A legal instrument that serves as the basis for initiation of a public improvement project by the governing body. A petition is frequently used during the platting process to guarantee the construction of certain improvements that are required as conditions of plat approval, e.g., street paving, water and sewer lines, drainage, etc.

PLANNING DEPARTMENT: The Wichita-Sedgwick County Metropolitan Area Planning Department.

PLAT: A subdivision, as it is represented as a formal document by drawing and writing, that is presented to the Planning Commission for review and approval in accordance with these subdivision regulations and to the

sidewalks, driveways, or related uses.

SANITARY SEWERS: Pipes that carry only domestic, industrial or commercial sewage and into which storm, surface and ground waters are not intentionally admitted.

SCREENING: Decorative fencing, walls, vegetation or landscaped earth berms or evergreen vegetation maintained for the purpose of concealing from view the area behind the such fencing, wall, vegetation or berms, or vegetation. When fencing is used for screening, it shall be not less than six feet in height.

SEPTIC TANK: An individual sewage disposal system involving a water tight receptacle that receives the discharge of sewage from a building and is designed and constructed to permit settling of solids from this liquid, digestion of the organic matter (sludge), and discharge of the liquid portion into an underground lateral disposal area. The sludge is pumped out of the tanks, usually by commercial firms, at regular intervals. Septic tanks are used for domestic wastes when a sanitary sewer line is not available to carry the wastes to a waste water treatment plant. Approval of a site for use of a septic tank system involves establishing a minimum lot area to provide for the system's operation, determining that the soil has an acceptable percolation rate and ensuring separation of the system from groundwater.

SETBACK LINE: ~~That line that is the required minimum distance from the street right-of-way line or any other lot line that establishes the area within which the principal structure must be erected or placed.~~ The line that is the distance that is required by the Wichita-Sedgwick County Unified Zoning Code between a principal structure or accessory structure and the property line of the lot on which the structure is located. Also known as building setback line or yard line.

SEWAGE: The total of organic waste and waste water generated by residential, industrial and commercial establishments.

SEWAGE LAGOON: A shallow, artificial pond where sunlight, bacterial action and oxygen interact to restore waste water to a reasonable state of purity.

SEWERAGE: (1) All effluent carried by sewers whether it is sanitary sewage, industrial waste or storm water runoff; (2) The entire system of sewage collection, treatment and disposal.

SIGHT DISTANCE: Sight distance is the length of roadway ahead visible to the driver. Two types of sight distance criteria are primary design controls for urban streets and highways:

1) **Stopping Sight Distance** - The minimum sight distance available on a roadway must be sufficiently long to enable a vehicle traveling at the design speed to stop before reaching a stationary object in its path. The stopping sight distance is the sum of two distances:

- 1) The distance a vehicle travels after the driver sights an object and before braking; and,
- 2) The distance it travels after braking.

2) **Intersection Sight Distance** - This is the unobstructed sight distance along both approaches of both

STREET WIDTH: The amount of street right-of-way abutting a lot's property lines.

SUBDIVIDER: The owner, or any other person, firm or corporation, authorized by the owner, undertaking proceedings under the provisions of these regulations for the purpose of subdividing land.

SUBDIVISION: Any establishment, division, or redivision of a lot, tract or parcel of land into one or more lots or other divisions of land for the purpose of sale, development or long-term lease. A long-term lease is a lease that has a remaining term of at least 50 years, including all extensions that may be exercised by the lessee without the necessity of the consent of the lessor.

SUBURBAN SUBDIVISION: All residential subdivisions located within the unincorporated area of Sedgwick County that propose a density of one, or less than one, dwelling unit per 25,000 square foot lot.

SURVEYOR: A land surveyor registered with the State of Kansas.

SWALE: A depression in the ground that channels runoff.

TERRACING: An erosion control method that uses small hills and contours on the land surface to control flooding and runoff.

TOPOGRAPHY: The configuration of a surface area showing ~~National Geodatic Vertical Datum (NGVD)~~
North American Vertical Datum of 1988 (NAVD 88).

TURNAROUND: An area at the closed end of a street with a single common ingress and egress where vehicles may reverse their direction.

URBAN GROWTH AREA: The geographical area of cities' existing and planned municipal public facilities and services as defined in the most recently adopted version of the Wichita-Sedgwick County Comprehensive Development Plan. (For use in the Urban Growth Area, the terms "city" or "cities" shall mean those municipalities to which the Urban Growth Area pertains.)

URBAN SUBDIVISION: All subdivisions located within an incorporated city and those residential subdivisions located within the unincorporated area of Sedgwick County that propose a density of more than one dwelling unit per 25,000 square foot lot. Also, all subdivisions located within the unincorporated area of the County that are zoned for office, commercial or industrial purposes.

VISION TRIANGLE: A horizontal triangular area at the intersection of streets maintained to provide an open line of vision for persons approaching the intersection. Within the vision triangle, no one shall install, set out or maintain any sign, fence, hedge, shrubbery, natural growth or other obstruction to view. This restriction shall not apply to: 1) public utility poles; 2) hedges trimmed to a height of less than thirty-three (33) inches above gutter grade on urban roadways, or above the midpoint of the adjacent travel lane for rural roadways; 3) trees, the limbs that are at all times kept trimmed of limbs and sucker growth on the trunk to a heights of at least eight feet above the ground level of the limbs that overhang the public street and are at all times kept trimmed of sucker growth to a height of at least thirteen feet six inches above the street level; or 4) any plant species trimmed so as to leave at all times a clear and unobstructed cross view; 5) ornamental fences not

City of Wichita
City Council Meeting
August 25, 2009

To: Mayor and City Council

Subject: A09-09 Request by Timothy Rokisky of KI Wichita Properties, LLC to annex lands generally located north of MacArthur Road and east of West Street. (District IV)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex 8.38 acres of land generally located north of MacArthur Road and east of West Street. The annexation area abuts the City of Wichita to the west and north of the property. The annexation area is unplatted.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 8.38 acres zoned “SF-20” Single Family and “LC” Limited Commercial and is undeveloped. On June 24, 2009, the Board of Sedgwick County Commissioners approved a zone change for the property to “LI” Limited Industrial and a conditional use to authorize the operation of a wrecking/salvage yard to store and auction/sell wrecked/inoperable vehicles that are owned by insurance companies as total insurance losses; commonly referred to as an insurance pool. Annexation of the property was a condition of approval of the zone change and conditional use, as the property will be used to expand an existing insurance pool that is located at 3950 S. West within the city limits and the business needs to operate under a single City license rather than both a City and County license. The adjacent property to the north is zoned “LI” Limited Industrial and is used for warehousing. The adjacent property to the south is zoned “LC” Limited Commercial and is developed with a single family residence and a manufactured home. The adjacent property to the east is zoned “SF-20” Single Family and is used for agriculture. The adjacent properties to the west are zoned “LI” Limited Industrial and “SF-20” Single Family and are used for a single family residence, a church, a pawnshop, and an insurance pool.

Public Services: Water service is available to serve the subject property from an eight-inch main that has been extended to the northwest corner of the property from a 16-inch main located in West Street. Sanitary sewer service is not available to serve the subject property at this time.

Street System: The subject property has access to West Street, a two-lane paved arterial.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Fire Station No. 12 at 3443 S. Meridian is the nearest fire station to the site. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: Alice Wall Memorial Park located approximately three-quarters of a mile southeast of the subject properties at 4506 S. Doris Street is the nearest park. Alice Wall Memorial Park is a 12.5 acre neighborhood park that is currently undeveloped. According to the Parks, Recreation and Open Space Plan, a proposed pathway has been identified west of the subject property along the Big Ditch corridor and a proposed park target area has been identified west of the subject property.

School District: The annexation property is part of the Unified School District 261 (Haysville School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$1,508 with a total assessed value of \$452. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$14 in City annual property tax revenues for the property upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating making no improvements to the property. Assuming the current City levy remains about the same, this would roughly yield a total of \$14 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Attachment: Map Sheet
Ordinance

OCA150004

PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 4, 2009

ORDINANCE NO. 48-413

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A09-09)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District IV respectively:

A tract in the SW1/4 of section 12, Township 28 South, Range 1 West of the 6th P.M. Sedgwick County, Kansas, described as: Beginning at a point on the West line and 1435.93 feet South of the Northwest corner of said SW1/4; thence East, parallel with the North line of said SW1/4, 325 feet; thence North, parallel with the West line of said SW1/4, 504.08 feet; thence East, parallel with the North line of said SW1/4, 367.15 feet; thence South, parallel with the West line of said SW1/4, 1376 feet more or less to a point 350 feet North of the South line of said SW1/4; thence West, parallel with the South line of said SW1/4, 180 feet; thence North, Parallel with the West line of said SW1/4, 822.8 feet more or less to a point 1485.93 feet South of the North line of said SW1/4, thence West, parallel with the North line of said SW1/4, 512.15 feet to a point on the West line of said SW1/4; thence North, along the West line of said SW1/4, 50 feet to the point of beginning, EXCEPT for that part designated as West Street.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this September 1, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

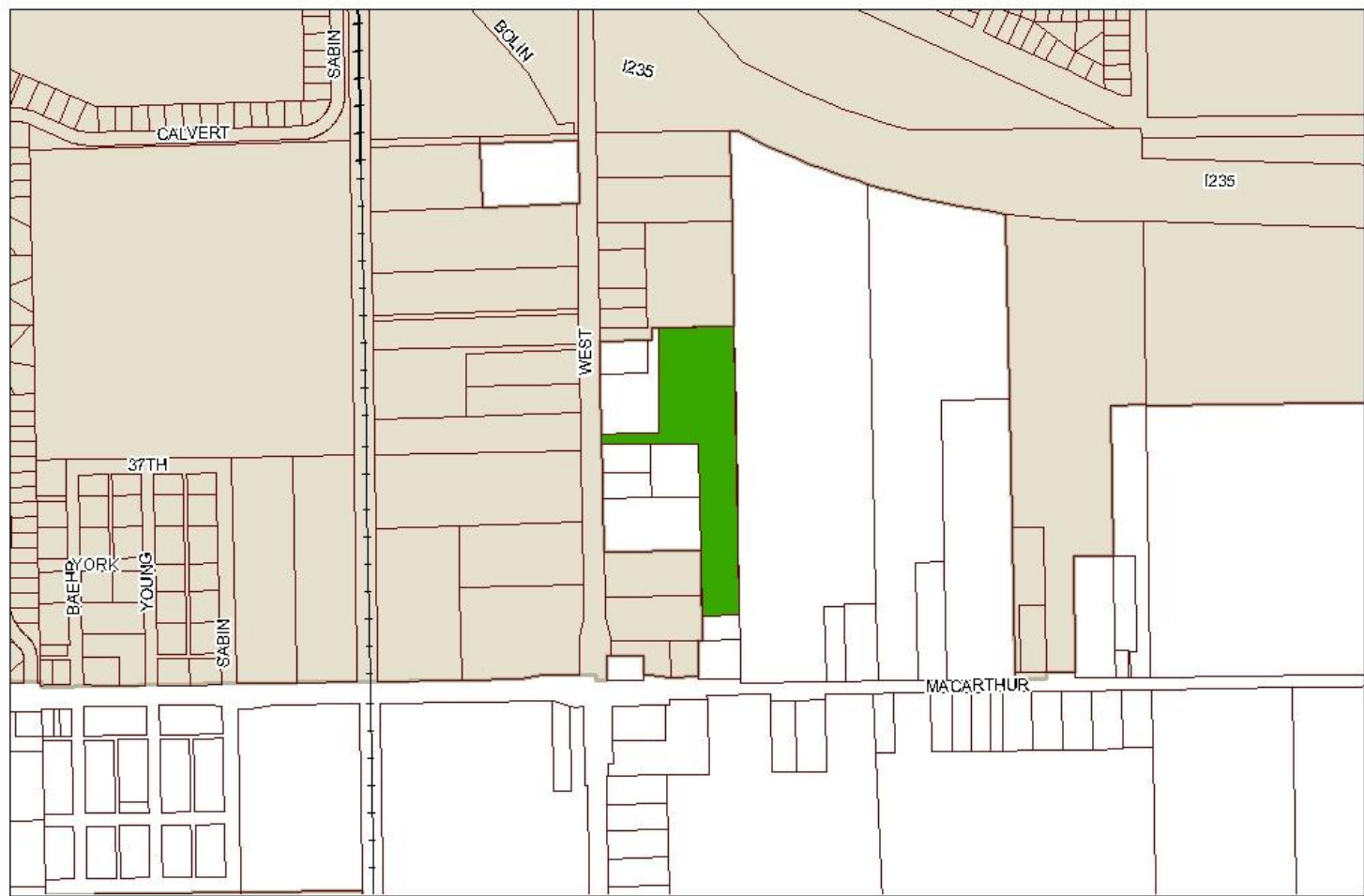
Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location:

North of MacArthur Road and east of West Street – District IV

Address: 3804 S. West		Reason(s) for Annexation:	
8.38	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning:		"SF-20" Single Family and "LC" Limited Commercial	



- WICHITA
- SEDGWICK COUNTY
- A09-09



Software: ArcGIS
Map Data Sources: City of Wichita, Sedgwick County
Prepared: 2/2019
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no intention and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

**City of Wichita
City Council Meeting
August 25, 2009**

TO: Wichita Airport Authority

SUBJECT: General Services Administration – U. S. Government Lease for Real Property
Supplemental Lease Agreement No. 2

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental lease agreement.

Background: On March 24, 2009, the Wichita Airport Authority approved a lease and supplemental lease agreement with General Services Administration (GSA) to lease 8,626 sq. ft. of space on the second floor of the Terminal Building to the Transportation Security Administration (TSA), for a five-year period through January 14, 2014, with the right of either party to cancel the agreement after January 14, 2011. The GSA is desirous of modifying the agreement to request surface parking for government-owned vehicles.

Analysis: The GSA has requested that seven parking spaces be assigned specifically to the GSA for TSA government-owned vehicles. Space is available in the AMPCO employee parking lot to accommodate the GSA's request for designated spaces. Staff recommends designation of the spaces; however, has included language in the agreement which states that the WAA has the right to temporarily or permanently relocate the reserved parking spaces as may be required due to construction or reconstruction of Airport facilities, by providing the GSA with a 30-day written notice.

Financial Considerations: Revenue to the WAA is \$120 per year per space for an annual revenue of \$840.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through facilitating leases which complement airport security, thereby making the airport a safer place for the traveling public.

Legal Considerations: The supplemental lease agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental lease agreement, and authorize necessary signatures.

Attachments: Supplemental Lease Agreement No. 2.

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-06P-80093	DATE	PAGE 1 OF 2
---------------------------------------	------------------------------	------	----------------

ADDRESS OF PREMISES

Wichita Mid-Continent Airport, 2173 Air Cargo Road, Wichita, KS 67209

THIS AGREEMENT, made and entered into this date by and between **WICHITA AIRPORT AUTHORITY**

whose address is 2173 Air Cargo Road
Wichita, KS 67209

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Effective July 15, 2009:

The following reflects the necessary amendment to the lease due to the addition of seven (7) reserved surface parking spaces.

1. Paragraph 1 of the Lease is amended as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 10,820 rentable square feet (RSF) of office and related space, which yields 8,626 ANSI/BOMA Office Area square feet (USF) on the second level of the Wichita Regional Airport in Wichita, KS to be used for such purposes as determined by the General Services Administration. A total of seven (7) surface parking spaces are to be reserved for official vehicles as shown in Attachment B.

2. The table in Paragraph 3 of the Lease is amended as follows:

<i>Annualized</i>				<i>Total Monthly Rent</i>
<i>Shell</i>	<i>Cost of Services</i>	<i>Parking</i>	<i>Total Annual Rent</i>	
\$ 326,457.06	\$ 42,342.94	\$ 840.00	\$ 369,640.00	\$ 30,803.33

All annual rents stated above exclude CPI escalations.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	WICHITA AIRPORT AUTHORITY	NAME OF SIGNER
-----------	---------------------------	----------------

ADDRESS

IN THE PRESENCE OF (SIGNATURE)	NAME OF SIGNER
--------------------------------	----------------

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER Matthew W. Helmering
	OFFICIAL TITLE OF SIGNER Contracting Officer

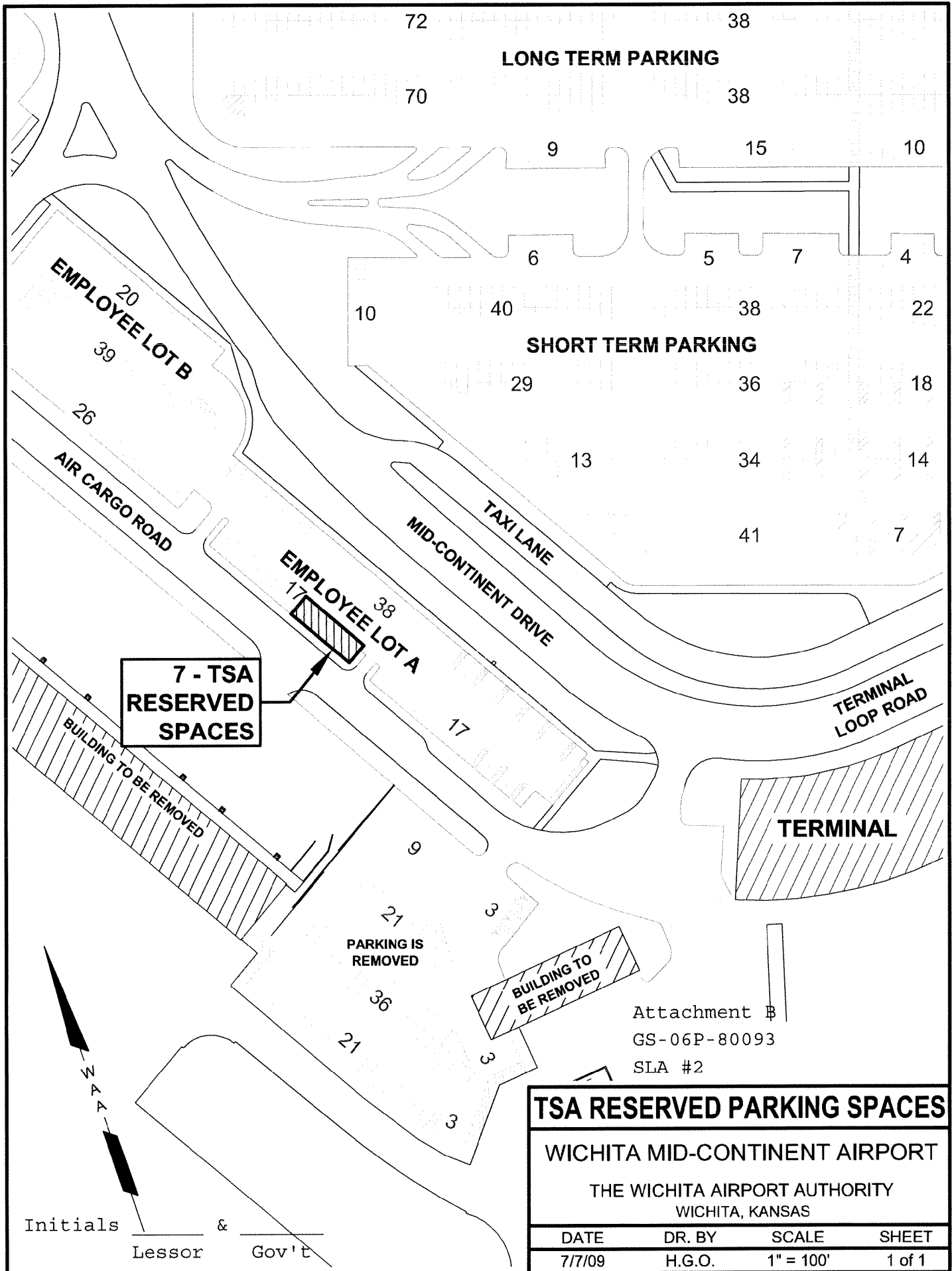
3. Paragraph 4 of the Lease is amended as follows:

The Government may terminate this lease in whole or in part at any time after the 2nd year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

It is understood and agreed upon that the Lessor reserves the right to temporarily or permanently relocate the seven (7) reserved surface parking spaces as may be required due to construction or reconstruction of Airport facilities. The Lessor will provide the Government with a 30-day written notice advising the Government of the relocation.

Initials _____ & _____
Lessor Gov't

Page 2
GS-06P-80093
SLA #2



**City of Wichita
City Council Meeting
August 25, 2009**

TO: Wichita Airport Authority

SUBJECT: Smarte Carte, Inc. – Supplemental Agreement No. 2

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Smarte Carte has operated on Mid-Continent Airport since 1996. In 2004, when the initial agreement reached its conclusion, requests for proposals were solicited for luggage cart providers. At that time, Smarte Carte was the successful proponent, and an agreement was approved by the Wichita Airport Authority on October 12, 2004 to continue the provision of this service. The agreement was amended June 5, 2007 to adjust the cart rental price.

Analysis: Smarte Carte provides self-service luggage carts which offer an alternative for passengers who are in need of assistance, but elect not to use the skycap services. Three units, which accommodate ten carts each, are located in the baggage claim area and on each concourse. In anticipation of a new terminal building being constructed, Airport staff is recommending that the agreement with Smarte Carte be continued for one year through August 31, 2010, with one consecutive automatic one-year renewal option, and then continuation on a month-to-month basis until such time as the new terminal is constructed. Based upon the revenue generated, it is unlikely that a new company would be willing to make the capital investment required to provide this service, if the company could not recoup its investment through a longer-term agreement.

Financial Considerations: In the past, the WAA has received 10% of the gross sales from rental of each cart. Cost for use of a cart is \$3. Twenty-five cents is returned to the user who replaces the cart in the cart unit. Smarte Carte is responsible for the once weekly collection/service visits, at no cost to the WAA. Revenue paid to the WAA in 2008 was \$1,250. As a result of fewer bags being carried by passengers, the usage of the carts has declined. At many of the airports where Smarte Carte operates, the charge for use of the carts is \$4. Smarte Carte requested that the rate be increased to \$4 in Wichita. In lieu of increasing the costs to Airport customers, Smarte Carte agreed to leave the price at \$3; however, they requested (and staff recommends) that the commission to the WAA be decreased to 5% of the gross sales. Airport staff feels this compromise will not significantly impact WAA revenues, and will allow continuation of this service at a more affordable rate for passengers who choose to use these carts.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to serve its users and operate on a self-sustaining basis.

Legal Considerations: This Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 2, and authorize necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

By and Between

THE WICHITA AIRPORT AUTHORITY

and

SMARTE CARTE, INC.

for

Self-Service Luggage Carts
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 2, made and entered into this August 25, 2009, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "AIRPORT"; and SMARTE CARTE, INC., hereinafter referred to as "SMARTE CARTE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated October 12, 2004 for the provision by Smarte Carte of a self-service luggage cart system for use in the Terminal Building on Wichita Mid-Continent Airport; and Supplemental Agreement No. 1 dated June 5, 2007 which adjusted the pricing for unit rentals; and

WHEREAS, the Airport and Smarte Carte are now desirous of entering into this Supplemental Agreement No. 2 for the purpose of further modifying the Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. TERM. The term of this Supplemental Agreement shall be extended through August 31, 2010. Subsequent to that date, this Agreement may be automatically extended for one

consecutive one-year renewal option ending August 31, 2011. If either party elects not to extend the Agreement for the additional year, either party shall notify the other party of such by providing a 60-day written notice prior to August 31, 2010, expressing the desire to cancel the Agreement.

If the automatic renewal option through August 31, 2011 is exercised, the term of this Supplemental Agreement may be further extended in one-month intervals commencing September 1, 2011 and may continue through the decommissioning of the current terminal building, unless either party provides a 30-day written notice to the other of its desire to terminate the Agreement.

2. CONSIDERATION. Effective September 1, 2009, Article 2 of the Agreement shall be superseded by the following language:

In consideration for the location of cart control units on the airport, Smarte Carte agrees to pay the Authority a five percent (5%) commission of the gross proceeds as defined in this Agreement. The Authority shall not be required to pay a guaranteed minimum monthly charge. In addition to the commission, Smarte Carte agrees to provide for the once weekly service/collection visit by Smarte Carte at no cost to the Authority.

3. OTHER TERMS. It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

By _____
Victor D. White, A.A.E.,
Director of Airports

ATTEST: SMARTE CARTE, INC.

By _____ By _____
Title _____ Title _____

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
August 25, 2009

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer in Brookhaven Estates 2nd Addition (north of Central, west of 159th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide a sanitary sewer for a vacant residential lot.

Financial Considerations: The petition totals \$17,500. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

First Published in the Wichita Eagle on August 28, 2009

RESOLUTION NO. 09-279

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 422, FOUR MILE CREEK SEWER (NORTH OF CENTRAL, WEST OF 159TH ST. EAST) 468-84627 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 422, FOUR MILE CREEK SEWER (NORTH OF CENTRAL, WEST OF 159TH ST. EAST) 468-84627 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 422, Four Mile Creek Sewer (north of Central, west of 159th St. East) 468-84627.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seventeen Thousand Five Hundred Dollars (\$17,500) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BROOKHAVEN ESTATES 2ND ADDITION

Lot 26 except west 31 feet & west 37.5 feet Lot 27, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of August, 2009.

CARL BREWER, MAYOR

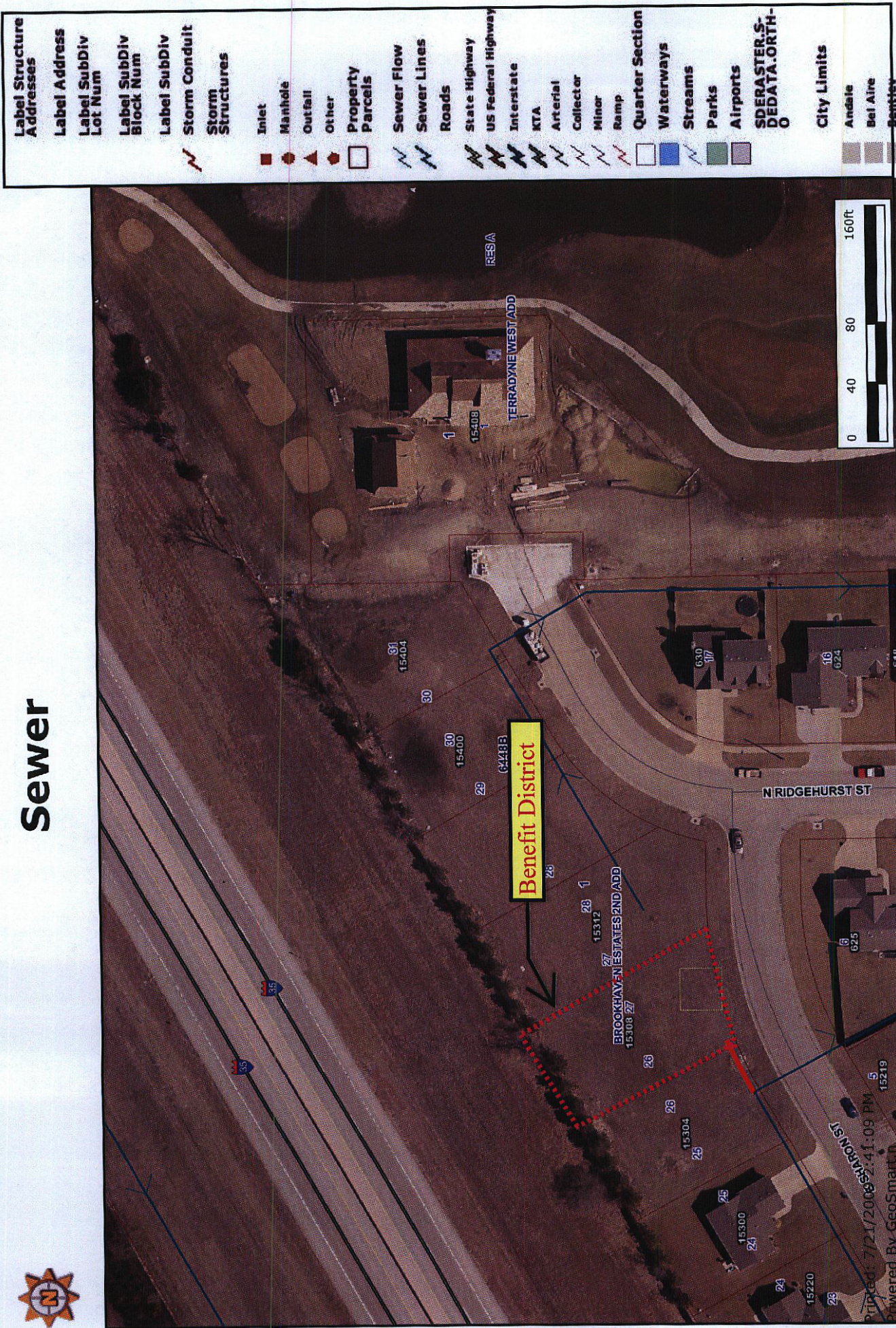
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)



Sewer



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE: ☒ To Initiate Project ☐ To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 8/4/2009	4. Project Description & Location Sanitary Sewer in Brookhaven Estates 2nd Addition
5. CIP Project Number NL-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$17,500	\$17,500
Sidewalk			
Water			
Other			
Totals		\$17,500	\$17,500
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

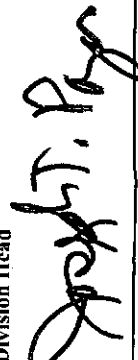
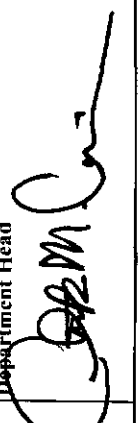
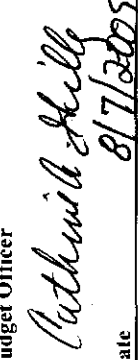

100% Petition

* Sanitary Sewer Utility

Lateral 422, FMC

468-84627

13. Recommendation: Approve the Petition and Adopt the Resolution

Division Head 	Department Head 	Budget Officer 	City Manager 
Date	Date	Date	Date

RECEIVED

JUL 22 '09

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Brookhaven Estates 2nd Addition

Lot 26 except west 31 feet & west 37.5 feet Lot 27, Block 1

468-84627

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being **Seventeen Thousand Five Hundred Dollars (\$17,500)**, exclusive of the cost of interest on borrowed money, with **100 percent** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after **August 1, 2009**.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more

Lateral 422,
FMK
(North of
Central,
West of
159th St. East)

parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.


2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Brookhaven Estates 2nd Addition		7-22-09
Lot 26 except west 31 feet & west 37.5 feet Lot 27, Block 1	SIEGRIST, JACOB M	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellies
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 22nd day of July, 2007.



Deborah M. Mcllock
Deputy City Clerk

Following are easements and dedications for City Council on August 25, 2009

XII-6

The following deeds and easements have been recorded:

Permanent Easement from Jack L. and Patsy L. Shelton dated June 5, 2009 for a tract of land lying in the Southwest Quarter, Section 24, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Water Distribution System Easement from JBL, INC for a tract of land lying part of Lot 7, Washington Heights Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

The following deeds and easements need to be recorded:

Façade Easement Façade Improvement Program from Delano Barbeque Partners, LLC dated May 22, 2009 for an easement located in Lots 102, 104 and 106 adjacent to Chicago now Douglas, West Wichita Addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

**City of Wichita
City Council Meeting
August 25, 2009**

TO: Mayor and City Council

SUBJECT: Lawrence-Dumont Stadium – CIP Funded Improvements
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Contract Amendment.

Background: Lawrence-Dumont Stadium is a historic baseball stadium and home to the Wichita Wingnuts, a member of the American Association of Independent Baseball. The Stadium is one of the oldest facilities for professional baseball still in use in the United States, and its old-school charm as a sports venue plays an important role in the entertainment portion of the quality of life in Wichita.

Considerable work has been done over the years to update the stadium and keep it functionally current with the newer ballparks found elsewhere. The most recent such project was completed in 2002, but there is an ongoing need for additional work to be done in other areas of the facility as efforts continue to meet the needs of the both the players and the fans and to enhance their experience of participating in baseball at Lawrence-Dumont Stadium.

Current priorities at Lawrence-Dumont Stadium are focused on these particular needs:

- The concession stands are limited in their ability to prepare and serve food, and considerable renovation is needed to bring them up to current standards.
- The artificial turf on the playing field is badly in need of replacement
- The dugouts are too small and need to be enlarged to bring them up to current standards.

On July 18th, 2006, City Council approved a contract authorizing Schaefer Johnson Cox & Frey (SJCF) to conduct a schematic design that addresses the architectural and engineering needs of Lawrence-Dumont Stadium as required to bring the facility up to the standards of similar venues around the region.

On June 17th, 2008, City Council approved a resolution authorizing City staff to work with Schaefer Johnson Cox & Frey (SJCF) and the Wingnuts staff in evaluating the schematic design completed in August of 2007, creating a prioritized list of projects, producing a budgetary estimate and developing a funding strategy for completing the needed improvements between the end of the 2009 season and the beginning of the 2010 season.

The estimates resulting from the SJCF schematic design, with the projects listed in priority order, are as follows:

1. Concession Revisions - \$520,000.00
2. Turf replacement - \$820,000.00
3. Dugout Renovations - \$210,000.00

Analysis: The reasoning used in determining the project priorities as noted above is as follows:

1. The concession stands are far below current standards in size and configuration. They simply do not have the space or layout to accommodate the equipment, staff, or staging/prep areas needed to adequately serve the spectators. This was given top priority because of its relationship to the customers (fans) and meeting their needs.
2. The current artificial turf will complete its 11th year at the end of the current season, which is well beyond the industry standard's life expectancy for artificial turf produced in its era. The seams are pulling apart, and the turf itself has several tears. The entire playing surface has required considerable patch work, and other temporary repairs have been made over the past two seasons. The artificial turf, in its current condition, has created a major concern for player safety. The warning track is also in need of replacement due to its design, and inability to drain. The condition of the warning track was the sole cause of several rain-outs last season due to the track being muddy and holding water while the rest of the field was playable.
3. The dugouts are much smaller than current standards, but they have been allocated the lowest priority due to the more critical needs of serving the fans and protecting the players.

The attached contract amendment with SJCF relates only to the concession stand renovations, and includes professional services for complete construction/bid documents and construction administration, for a fee not to exceed \$47,000. The turf replacement and the dugout renovations, along with other work that has been identified as needed at Lawrence Dumont Stadium, will be dealt with separately at such time as funding is available. Staff recommends proceeding with design of the concession stand renovations at this time, to avoid construction delays once funds become available, and to maintain the ability to complete construction work during the off-season.

Financial Considerations: Funding for the project is budgeted in the 2007-2016 Capital Improvement Program (CIP) for \$500,000 in 2008. The money was initiated, and \$65,000 was allocated for the emergency replacement of the sound system, leaving a balance of \$435,000. The money for this contract will come from these funds.

Goal Impact: Enhance Quality of Life

Legal Considerations: The Law Department approved the contract amendment as to form.

Recommendation/Action: It is recommended that the City Council approve the contract amendment with SJCF, and authorize the necessary signatures to release SJCF with design.

Attachments: Contract Amendment.

AMENDMENT NUMBER ONE

THIS AMENDMENT, Made the _____ day of _____ 2009,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as

"OWNER"

AND

SCHAEFER JOHNSON COX FREY
ARCHITECTURE, hereinafter referred to as

"ARCHITECT"

WHEREAS, the parties have heretofore, on the 18th day of July 2006, entered into a Contract; and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" in connection with the Proposed Modifications to Lawrence-Dumont Stadium Project which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated July 18, 2006 shall be amended to change the Basic Services (EXHIBIT "A") to be performed by the **ARCHITECT** as follows:

The **ARCHITECT** will provide architectural, civil, structural, mechanical, and electrical professional services for expanding and renovating the existing concessions facilities, including all construction documents, bid services, and construction administration duties. The **ARCHITECT** will consult with the **OWNER** to finalize the program requirements and further refine the current design, concept layouts and construction budget. Once the **OWNER** has approved a final design and construction budget the **ARCHITECT** will proceed with the Design Development and Construction Documents Phases. The documents will be sufficient for bidding and construction by a General Contractor under a single contract.

The **ARCHITECT** will obtain approvals of State or other agencies as necessary to complete the drawings and specifications.

Federal and state laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Wichita and all organizations or firms contracting with the City of Wichita, except those providing tangible goods, comply with ADA/504 accessibility requirements. We understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue

hardship or burden. We also agree that all new construction, alterations, or additions to City of Wichita buildings or facilities, performed by my organization or its subcontractors, must comply with all city, state, and federal laws, including related building guidelines/codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

The **ARCHITECT** will prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, civil, structural, mechanical/plumbing, electrical, service connected equipment, and site work, and contract documents satisfactory to the **OWNER** for the effective coordination and efficient execution of the proposed construction projects.

The **ARCHITECT** will use the **OWNER'S** Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been approved by the City of Wichita, Law Department, when American Institute of Architects (AIA) form documents are used in connection with the City's bid and specification documents.

The **ARCHITECT** will furnish a formal written estimate of the probable cost of constructing the Project according to the completed drawings and specifications as approved by the **OWNER**.

The **ARCHITECT** will conduct the necessary code analysis, consult with governing authorities having jurisdiction over the Project, and incorporate their requirements into the construction documents for the Project.

Reproduction of the completed plans and specifications for use in bidding will be the responsibility of the **OWNER** and the **OWNER** will pay for all reproduction and associated costs directly. The **ARCHITECT** will coordinate with **OWNER** printing contractor directly.

The **ARCHITECT** will review bidding documents for completeness and coordination before release for bids.

The **ARCHITECT** will provide guidance to the **OWNER** and to prospective bidders, write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.

The **ARCHITECT** will furnish a formal written estimate of probable construction costs to the **OWNER'S** Project Manager two days before the bid opening.

During the Construction Phase, the **ARCHITECT** will be responsible for providing periodic monitoring of the construction in accordance with professional standards. In addition, the **ARCHITECT** will condemn work, which fails to conform to the Contract Documents, prepare certificates of payments due the contractor, provide consultation and advice to the **OWNER** and contractor during construction, issue necessary interpretations

and clarifications of the Contract Documents, and review shop drawings for conformation with the bid documents.

The **ARCHITECT** will not be responsible for the contractor(s) scheduling, means or methods of construction or be responsible for the safety of the site and/or workplace.

II. The Contract between the parties dated July 18, 2006 shall be amended to change the **PAYMENTS**. The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Amendment Number One, a total fee established as follows:

For the review of current program requirements, design, concept layout, Design Development Bid and Specification Documents, Bidding and Construction Phase and other related items including those items identified in Paragraph I above a single stipulated lump sum fee including reimbursable expenses of \$47,000. This fee is based on a total budget as follows:

Estimated construction, furniture and equipment	\$520,000.00
Architectural/engineering fees	\$ 47,000.00
OWNERS project finance and salary charges	\$ 21,000.00
Total project budget	\$588,000.00

This fee shall constitute complete compensation for the services. (See attached proposals a copy of which is attached hereto and which is incorporated herein by reference.)

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

III. All other provisions of the July 18, 2006 Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

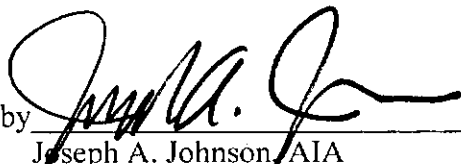
CITY OF WICHITA, KANSAS

by _____
Carl Brewer, Mayor

Attest:

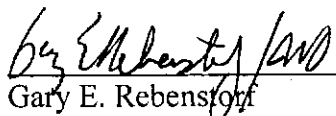
SCHAEFER JOHNSON COX FREY

Karen Sublett, City Clerk

by  _____
Joseph A. Johnson, AIA
Senior Vice President

City Seal:

Approved as to form:

 _____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
August 25, 2009

TO: Mayor and City Council

SUBJECT: Change Order: Washington at Waterman Intersection Improvement
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On February 3, 2009, the City Council approved a construction contract with Cornejo & Sons, Inc. to reconstruct the intersection of Washington and Waterman. After excavation of existing pavement, an illegal private sanitary sewer hook-up to an existing storm water drain was discovered. Work to connect the private sanitary sewer line to the City sewer system was expedited through the contractor due to the nature of the problem, and to keep the intersection project moving forward. The cost of this work will be partially reimbursed by the property owner as determined by the City's Law Department. The change order cost was established through negotiation with the contractor.

Analysis: A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$14,915 with the total paid by Sedgwick County. The original contract amount is \$2,601,133. This change order plus previous change orders represents 1.52% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a street in the Intrust Bank Arena area.

Legal Considerations: The Law Department has approved the change order as to legal form.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachment: Change order.



PUBLIC WORKS-ENGINEERING

July 16, 2009
CHANGE ORDER

To: Cornejo & Sons

Project: Washington, Lewis to English; SE
Waterline Phase C; SS Modifications

Change Order No.: 3

Project No.: 472-84657/448-90417/468-84565

Purchase Order No.: 930134

OCA No.: 706997/751422/633806/633807/620532

CHARGE TO OCA No.: 706997

PPN: 208462/485313/758004/759005/668650

Please perform the following extra work at a cost not to exceed **\$14,914.60**

An illegal private sanitary sewer hook-up to a storm water drain was discovered. Work required construction of a new private sanitary sewer line in the right-of-way by means of passing it thru a new storm water box in order to connect to a sanitary sewer manhole. The cost of this work will be partially reimbursed by the property owner as determined by the City's Law Department.

ADD ITEMS:

Lump Sum Bid Items (706997)	Quantity		Unit Price		
Private SS Line	1 LS	@	\$14,914.60	=	\$14,914.60

CIP Budget Amt: \$1,611,742 (706997); \$7,325,000 (751422); Original Contract Amt.: \$2,601,132.93

\$1,150,000 (633806); \$364,600 (633807); \$75,000 (620532)

\$37,872,124.80 (792422)

Consultant: PEC

Current CO Amt.: \$14,914.60

Total Exp. & Encum. To Date: \$1,452,784.89 (706997)

Amt. of Previous CO's: \$24,644.22

Total of All CO's: \$39,558.82

CO Amount: \$14,914.60

% of Orig. Contract / 25% Max.: 1.52%

Unencum. Bal. After CO: \$144,042.51 (706997)

Adjusted Contract Amt.: \$2,640,691.75

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
August 25, 2009**

TO: Mayor and City Council

SUBJECT: Change Order: Topeka Street Improvement, between Dewey and Waterman
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the change order.

Background: On March 24, 2009, the City Council approved a construction contract with Kansas Paving, Inc. to improve Topeka, between Dewey and Waterman. After construction began, it was determined that additional work would be needed in various areas throughout the project, due to unforeseen conditions during project development and design. This extra work includes: lowering an existing 8" water line to avoid conflict with new storm sewer; additional pavement reconstruction at the intersection of Topeka and Waterman to provide smooth transition to existing pavement; driveway sidewalk section replacement for compliance with the Americans with Disabilities Act; and asphalt parking lot replacement for better transition to new sidewalk grades. Unit prices for the additional work include contractor bid and negotiated prices.

Analysis: A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$27,201 with \$21,701 paid by Sedgwick County and \$5,500 by the Water Utility. The original contract amount is \$719,394. This change order represents 3.78% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving streets in the Intrust Bank Arena area.

Legal Considerations: The Law Department has approved the change order as to legal form.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

July 14, 2009
CHANGE ORDER

To: Conspec Inc. d/b/a Kansas Paving
Change Order No.: 1
Purchase Order No.: 930302
CHARGE TO OCA No.: 707002-\$21,700.80
636210-\$ 5,500.00

Project: Topeka, Dewey to Waterman
Project No.: 472-84745/448-90424
OCA No.: 707002/636210
PPN: 209467/778600

Please perform the following extra work at a cost not to exceed \$27,200.80

The Water Department requests lowering existing 8" waterline in Topeka Street to clear new storm water pipe. Remove and replace 34 additional square yards of pavement at Topeka and Waterman to connect to new pavement section. Remove and replace 4 concrete drive sidewalk sections in compliance with ADA requirements. Remove and replace 18 lineal feet of curb and gutter to provide drainage at Lewis intersection. Grub and regrade approximately 150 lineal feet to fight-of-way due to removal of 5 large trees done by others. Remove and replace curb inlet hook-up south of Lewis. Add 2 concrete headers to confine brick for asphalt intersection at Dewey. Remove and replace asphalt parking lot as directed by the Engineer to transition grade to sidewalk and drives.

CIP Budget Amount: \$1,348,503.00 (707002)
\$ 40,000.00 (636210)

Original Contract Amt.: \$719,349.30

Consultant: Baughman
Exp. & Encum. To Date: \$851,301.23 (707002)
\$ 28,227.00 (636210)

Current CO Amt.: \$27,200.80
Amt. of Previous CO's: \$0.00
Total of All CO's: \$27,200.80
% of Orig. Contract / 25% Max.: 3.78%
Adjusted Contract Amt.: \$746,595.10

CO Amount: \$21,700.80 (707002)
\$5,500.00 (636210)
Unencum. Bal. After CO: \$475,500.97 (707002)
\$ 6,273.00 (636210)

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 400 East 47th Street South for the I-135/47th Street South Interchange Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 7, 2009, City Council approved funding to acquire right of way for a project to improve the interchange of 47th Street South and I-135 and 47th Street South from Lulu to Broadway. The project will provide a center left turn lane, reconstruct the interchange, improve storm drainage and improve access to adjoining properties. The Kansas Department of Transportation will administer the construction of the project utilizing Federal money. The project requires the partial acquisition of nine tracts. One of the partial acquisitions is from the commercial site at 400 East 47th South and involves 893 square feet. The property is zoned commercial and improved with a switching facility for AT&T. The improvements are not impacted as a result of the acquisition.

Analysis: The project requires an 893 square foot permanent easement. There is an unused fire valve box in the easement that will be removed as part of the project. The owner has agreed to accept the appraised offer of \$9,000(\$10.07 per square foot).

Financial Considerations: A budget of \$9,250 is requested. This includes \$9,000 for the acquisition and \$250 for closing costs, title and other acquisition related fees. The City's share of project acquisition will be paid by general obligation bonds.

Goal Impact: The acquisition of these parcels is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: : It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Permanent Right of Way and Easement Conveyance and 3) Authorize the necessary signatures.

Attachments: Tract map and permanent right of way and easement conveyance agreement.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 10 DATE: 03/06/2009

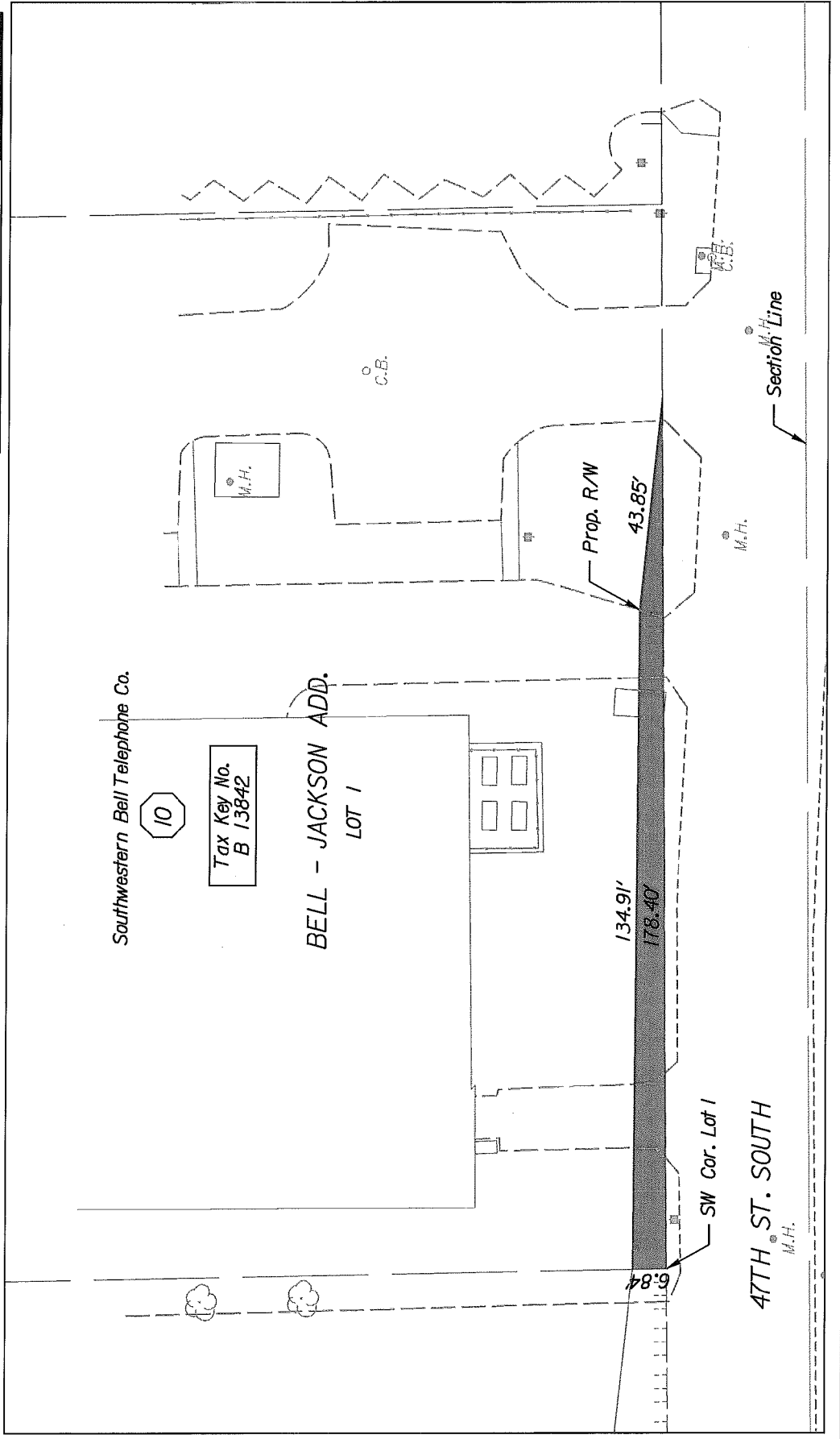
SHEET: 1 of 1

HNTB

LEGEND:

Proposed Right of Way
(892.8 SQ. FT.)

SCALE



PERMANENT RIGHT-OF-WAY AND EASEMENT CONVEYANCE

Date of Document: _____, 2009

KNOW ALL MEN BY THESE PRESENTS, that SOUTHWESTERN BELL TELEPHONE COMPANY, "GRANTOR(S)", for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations, the receipt and sufficiency, of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the City of Wichita, Kansas, a Municipal Corporation, "GRANTEE", and unto its successors and assigns, forever, a perpetual Permanent Right-of-Way and Easement for use by GRANTEE and those with GRANTEE's permission, including but not limited to utility companies franchised to operate in Wichita, Kansas, to construct, use, replace and maintain a public sidewalk and appurtenant work in any part of the easement, including the right to repair, maintain and replace the sidewalk, and for any reconstruction and future expansion of such facility within the area of the easement, said Permanent and Right-of Way Easement being over, along, across, through, in and under the following lands in the County of Sedgwick, State of Kansas, to-wit:

PERMANENT AND RIGHT-OF-WAY EASEMENT DESCRIPTION: See "Exhibit A"

Further granting unto said GRANTEE, and those with GRANTEE's permission, their agents, employees and/or independent contractors, full and free right and authority to go upon the above-described Permanent and Right-of-Way Easement and so much of GRANTOR(S) land adjacent thereto as may be reasonably necessary to include but not be limited to constructing, using, replacing and maintaining a public sidewalk and appurtenant work in any part of the easement, including the right to repair, maintain and replace the sidewalk, and for any reconstruction and future expansion of such facility within the area of the easement and/or facilities as GRANTEE may deem necessary over, along, across, through, in and under the foregoing lands herein described, including, but not limited to the right and privilege at any time and from time to time to enter on said Permanent and Right-of-Way Easement and to include but not be limited to constructing, using, replacing and maintaining a public sidewalk and appurtenant work in any part of the easement, including the right to repair, maintain and replace the sidewalk, and for any reconstruction and future expansion of such facility within the area of the easement and including, but not limited to the right and privilege at any time and from time to time to patrol said Permanent and Right-of-Way Easement, and to cut, clear, top and trim such brush and trees, if any, on or adjacent to said Permanent and Right-of-Way Easement as may be necessary or desirable to maintain any utilities, facilities and/or appurtenances thereon.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said City of Wichita, Kansas, a Municipal Corporation, and unto its successors and assigns forever.

The granting of this easement shall not be construed to prohibit the GRANTOR(S) from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said Permanent and Right-of-Way Easement or any portion thereof; provided, however, said Permanent and Right-of-Way Easement shall be kept free from buildings and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said adjacent land and Permanent and Right-of-Way Easement for the purposes allowed by the Permanent and Right-of-Way Easement including but not limited to laying, constructing, reconstructing, operating, repairing and/or maintaining improvements, utilities, facilities and/or appurtenances GRANTEE deems necessary. The GRANTOR reserves to itself the right to cross, traverse, or otherwise occupy the Permanent and Right-of-Way

Easement with the present and future overhead and/or underground telecommunications lines or other purposes and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere with this Permanent and Right-of-Way Easement and operation, provided; however, that the costs of any relocation or alteration of the said telecommunication lines or other purposes, appurtenance facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating expanded or additional facilities on or across said lands, will be paid by the GRANTEE, and provided further that the costs of such relocation or alternation, or of the installation of new or additional facilities when done at the instance of and for the purpose of the GRANTOR, will be defrayed by the GRANTOR.

GRANTEE acknowledges that it has been given the opportunity to make a full and complete investigation and inspection of the land conveyed hereunder. GRANTEE expressly acknowledges that the land conveyed hereunder is being purchased "AS IS", "WHERE IS" and "WITH ALL FAULTS", latent and patent. GRANTEE acknowledges the GRANTOR has no duty, responsibility or obligation whatsoever to volunteer to GRANTEE information about the land conveyed hereunder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HAS NOT AND WILL NOT, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT OR RELATING TO THE TITLE TO THE LAND CONVEYED HEREUNDER OR RELATING TO THE CONDITION OF THE LAND CONVEYED HEREUNDER INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GRANTEE expressly acknowledges that (i) it is not authorized to rely, has not relied, and will not rely on any representation, statement or warranty of GRANTOR, or of any agent, or representative, or broker of GRANTOR, not expressly set fourth herein, and (ii) GRANTOR has not agreed to perform any work on or about the land conveyed hereunder as a condition to GRANTEE's purchase of same. GRANTOR makes no representations, warranties, or indemnities for any claim, condition or liability arising before or after this Agreement pursuant to, or arising under, any federal, state or local law, rule or ordinance including, but not limited to, those relating to the protection of the environment including, but not limited to, CERCLA and RCRA. This paragraph will survive closing.

Special conditions

1. Grantee shall not require Grantor to install a double detector system the adjacent building.
2. The Grantee shall maintain reasonable access to the Grantor's property at all times.
3. The Grantee shall restore our property to its original condition, as nearly as practical, for all areas outside of the Right-of-Way.
4. The Grantee shall replace all grass/sod on the property which is damaged or removed with grass/sod of comparable quality and type, except the actual area where the sidewalk is installed.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set its hands and seals this _____ day of _____, 2009.

Southwestern Bell Telephone Company

By: _____

ACKNOWLEDGMENT

STATE OF }
 }ss
COUNTY OF }

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared, _____, to me personally known, who, being by me duly sworn, did say that he/she is a Manager – Transactions and Planning of SOUTHWESTERN BELL TELEPHONE COMPANY, and that said _____ acknowledged said instrument to be the free act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public in and for
said County and State

My commission expires _____

CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 1202 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 1202 East MacArthur. That part of the property that is designated to be the proposed floodway levee easement is currently used as an auto salvage yard. The property is zoned general commercial with a conditional use permit for salvage.

Analysis: The project requires a permanent easement across the north 30 feet of the property located at 1202 E. MacArthur. The 3,018 square foot easement will impact fencing and reduce the area used by the auto salvage company. The owner rejected the original offer of \$10,600, or \$6,036 for the easement (\$2.00 per square foot based on estimated market value for general commercial land) and \$4,564 for fencing. The owner has agreed to convey the necessary easement for \$12,110. The additional \$1,510 is based on a land value of \$2.50 per square foot. The additional amount reflects the estimated market value of the conditional use permit.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$12,760 is requested. This includes \$12,110 for the acquisition and \$650 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement and 3) Authorize the necessary signatures.

Attachments: Permanent easement, tract map and aerial map.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Theodore W. Maisch, Sr. Irrevocable Marital Trust

(hereinafter called "Grantor") in consideration of the sum of

Twelve thousand One hundred Ten and no/100dollars

(\$12,110.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 31st day of July, 2009

Theodore W. Maisch Sr. Irrevocable Marital Trust

Theodore W. Maisch, Jr.

Theodore W. Maisch, Jr., trustee

STATE OF Kansas)
COUNTY OF Sedgwick)SS

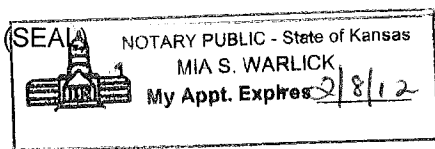
I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Theodore W. Maisch, Jr., trustee of the Theodore W. Maisch, Sr.

~~Irrevocable Marital Trust~~

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of July, A.D. 2009



Mia S. Warlick
Mia S. Warlick NOTARY PUBLIC

1202 East MacArthur



Printed: 8/12/2009 2:39:56 PM

Powered by GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 3557 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 3557 South Saint Francis. 3557 S. St. Francis consists of multiple parcels totaling 81.83 acres. The property is used as a private outdoor recreation facility. The site is zoned both general commercial and light industrial. Improvements consist of campground facilities, recreational vehicle parking areas and single-family lodges. None of the improvements will be impacted as a result of the proposed easements. Access easements are required within the interior of the site and floodway right-of-way easements are required along the existing levee.

Analysis: There are three easements required for access. The three access easements comprise of 25,923 square feet. There are three easements for floodway right-of-way required and said easements comprise of 11,562 square feet. The perimeter fencing and mature trees will be impacted by the right-of-way easements. The owner has agreed to the estimated market value of \$28,850. This amount includes \$6,480 for the access easements at \$0.25 per square foot, \$2,890 for the floodway right-of-way easements at \$0.25 per square foot, \$13,550 for mature trees and \$5,930 for resetting the existing fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$30,850 is requested. This includes \$28,850 for the acquisition and \$2,000 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of these parcels are necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the easements as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easements and 3) Authorize the necessary signatures.

Attachments: Permanent easements, tract maps, aerial maps and quarter-section map.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Robert R. Garlick, a single person hereinafter called "Grantor") in consideration of the sum of Four thousand, four hundred and no/100 (\$4,400.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 22 day of July, 2009

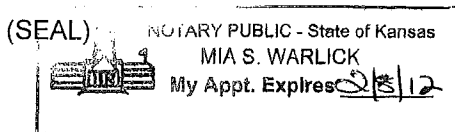

Robert R. Garlick

STATE OF Kansas)
COUNTY OF Sedgwick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Robert R. Garlick, a single person
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of July, A.D. 2009



Mia S. Warlick
Mia S. Warlick NOTARY PUBLIC

EXHIBIT "A"

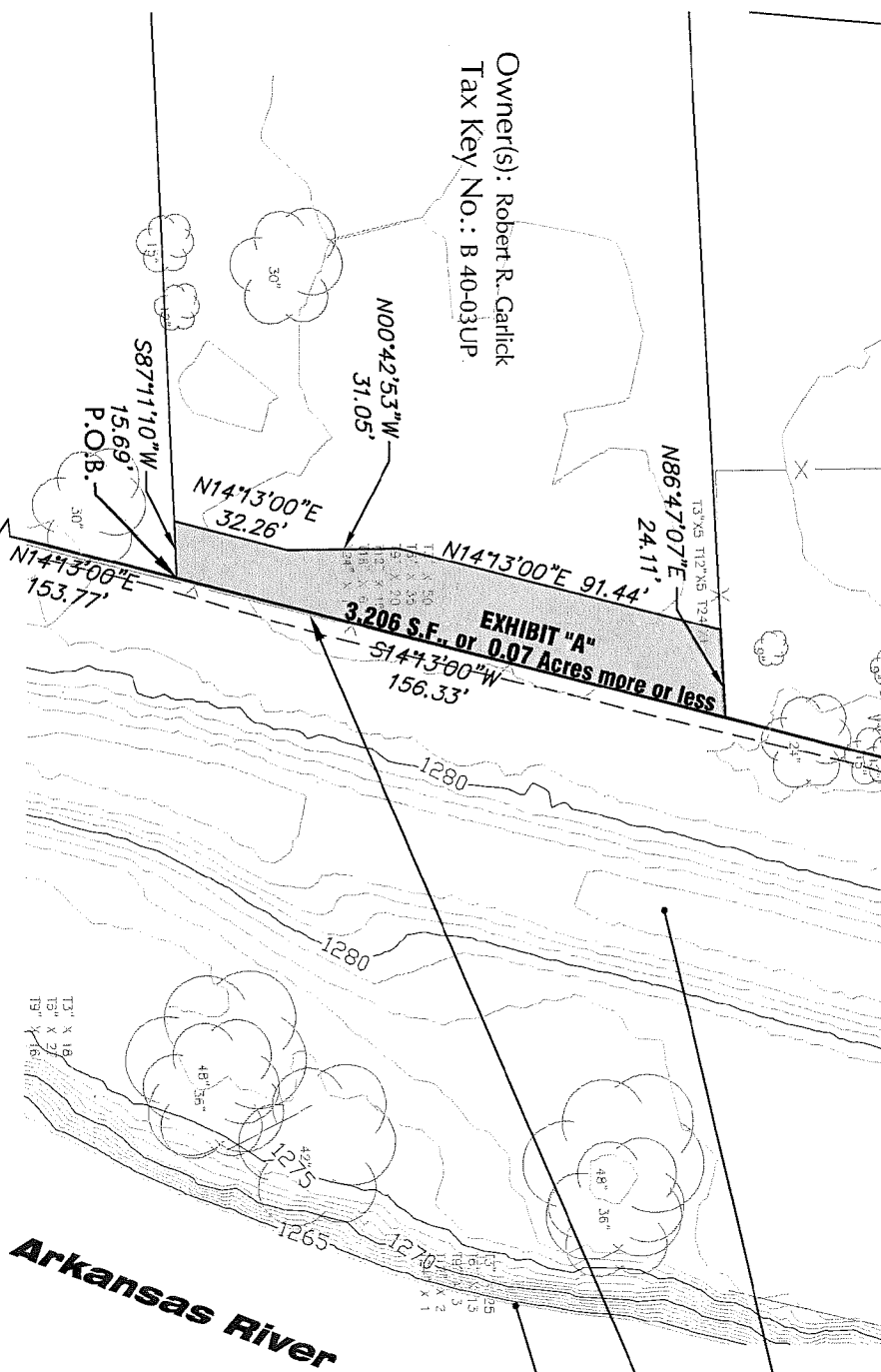
Owner(s): Robert R. Garlick
Tax Key No.: B 40-03UP

DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'0"E, 1391.29 feet to the west line of the existing Flood Control right of way as described in District Court Case A-48670; thence N14°13'00"E, 153.77 feet along said Flood Control right of way to the **POINT OF BEGINNING**, said point being the easternmost southeast corner of a tract of land described in Document# FLM-PC: 29019652, as recorded in the Sedgwick County Register of Deeds; thence S87°11'10"W, 15.69 feet along the easternmost south line of said tract; thence N14°13'00"E, 32.26 feet parallel with said Flood Control right of way; thence N00°42'53"W, 31.05 feet; thence N14°13'00"E, 91.44 feet parallel with said Flood Control right of way to the easternmost north line of said tract; thence N86°47'07"E, 24.11 feet along said north line to the northeast corner of said tract; thence S14°13'00"W, 156.33 feet along said Flood Control Right of Way to the **POINT OF BEGINNING**.

Said tract of land contains 3,206 square feet or 0.07 acres, more or less.



Arkansas River

VICINITY MAP

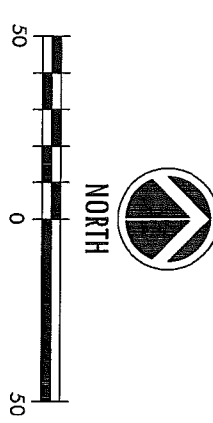
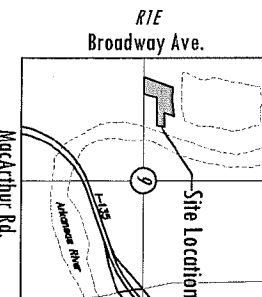


EXHIBIT "A"

TITLE
TRACT Map - B 40-03UP
Robert R. Garlick

SHEET NAME
Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2009
8009 Wichita Valley Center Local Flood Protection Project

MIKEC
ENGINEERING
CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
315 - 684 - 9600
www.mkec.com

S21

This tract exhibit does not constitute a boundary survey.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Go Lakes, Inc. hereinafter called "Grantor") in consideration of the sum of Seven thousand five hundred and no/100 (\$7,500.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

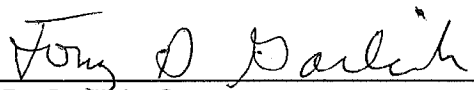
1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 22 day of July, 2009


Robert R. Garlick, President

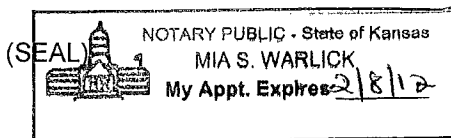

Tony D. Garlick, Secretary

STATE OF Kansas)
COUNTY OF Sedgwick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Robert R. Garlick as President and Tony D. Garlick as Secretary of Go Lakes, Inc.
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of July, A.D. 2009



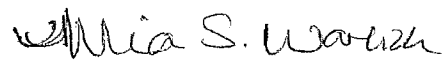
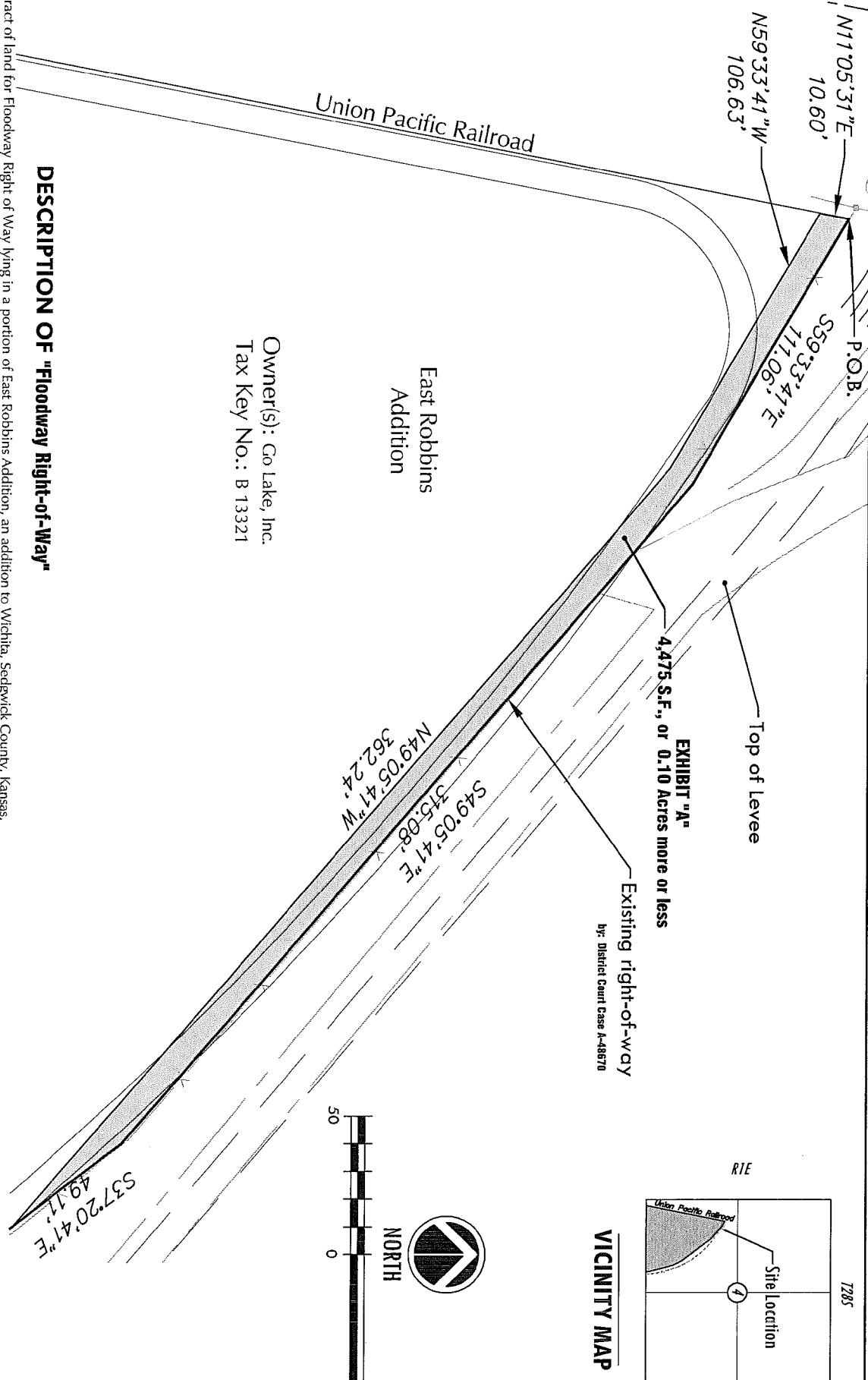

Mia S. Warlick NOTARY PUBLIC

EXHIBIT "A"



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of East Robbins Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being further described as follows:

BEGINNING at the northern most corner of said East Robbins Addition at the intersection of the east Right of Way line of the Union Pacific Railroad and the southwestern line of the existing Flood Control Right of Way as described in District Court Case A-48670; thence along said southwestern line on a Kansas coordinate system 1983 south zone bearing of S59°33'41"E, 111.06 feet; thence continuing along said Flood Control Right of Way line S49°05'41"E, 315.08 feet; thence continuing along said Flood Control Right of Way line S37°20'41"E, 49.11 feet; thence N49°05'41"W, 362.24 feet; thence N59°33'41"W, 106.63 feet to the westerly boundary of said East Robbins Addition and the east Right of Way line of said Railroad; thence N11°05'31"E, 10.60 feet along said westerly boundary of said East Robbins Addition and the east Right of Way line of said Railroad to the **POINT OF BEGINNING**.

Said tract of land contains 4,475 square feet or 0.10 acres, more or less.

Owner(s): Go Lake, Inc.
Tax Key No.: B 13321

S24

MIKEC
ENGINEERING
CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
315 - 684 - 9600
www.mkec.com

EXHIBIT "A"

TITLE
TRACT Map - B 13321
Go Lake, Inc.

SHEET NAME

Levee S - WVLPPP

PROJECT - 07866 Prepared April, 2009
8009 Wichita Valley Center Local Flood Protection Project

This tract exhibit does not constitute a boundary survey.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Go Lakes, Inc. hereinafter called "Grantor") in consideration of the sum of Seven thousand five hundred and no/100 (\$7,500.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

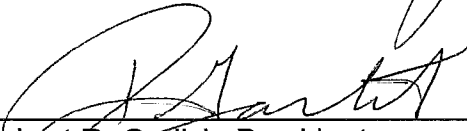
This Easement shall be subject to the following terms and conditions:

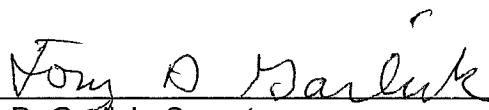
1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 22 day of July, 2009


Robert R. Garlick, President

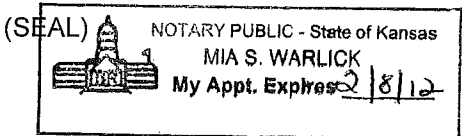

Tony D. Garlick, Secretary

STATE OF Kansas)
COUNTY OF Sedgewick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Robert R. Garlick as President and Tony D. Garlick as Secretary of Go Lakes, Inc.
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of July, A.D. 2009



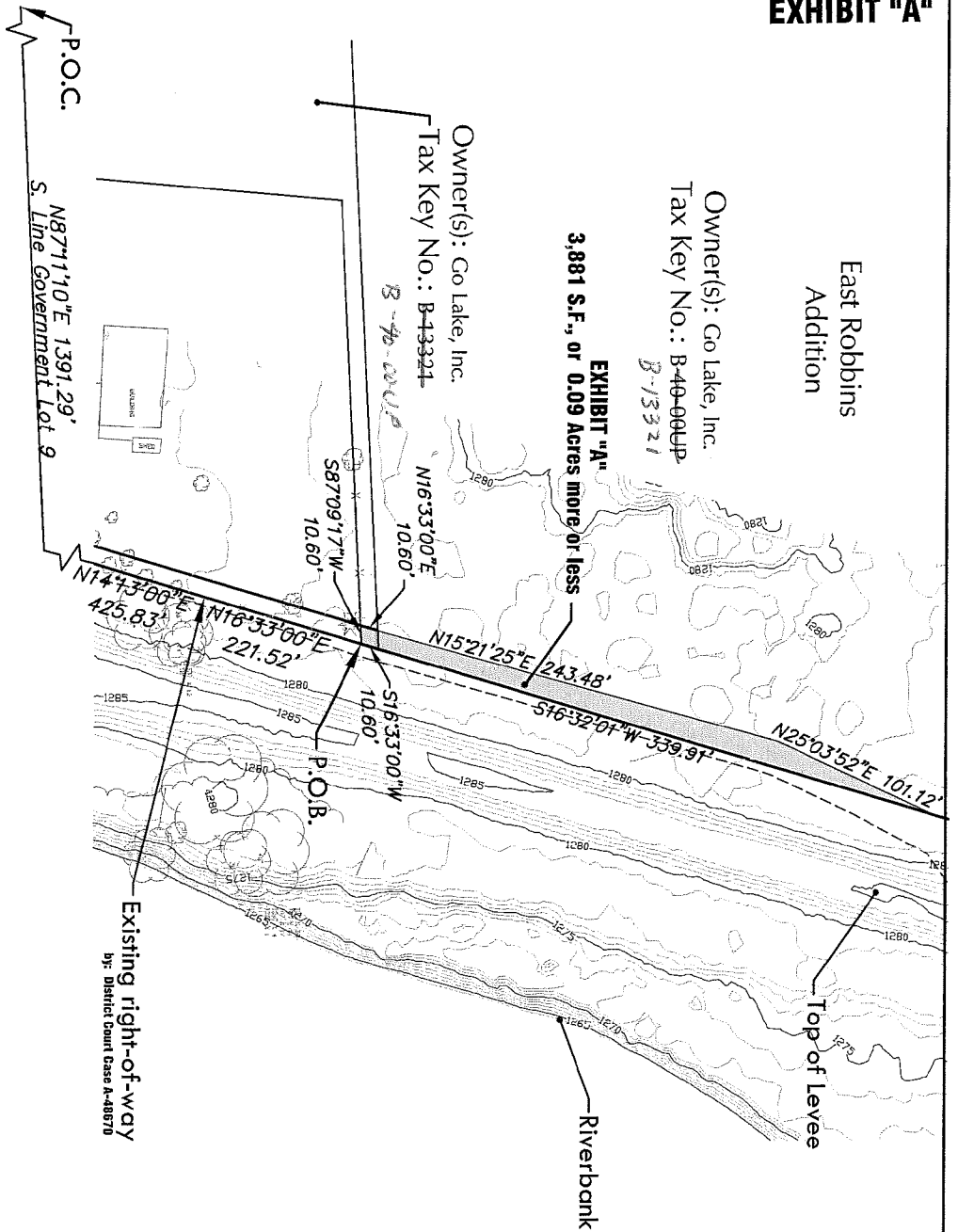

Mia S. Warlick NOTARY PUBLIC

EXHIBIT "A"

East Robbins
Addition

Owner(s): Go Lake, Inc.
Tax Key No.: B-40-00UP
B-13321

EXHIBIT "A"
3,881 S.F., or 0.09 Acres more or less



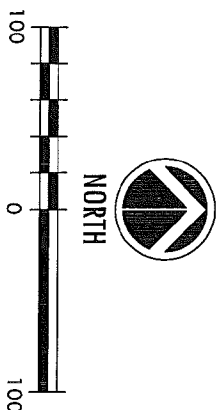
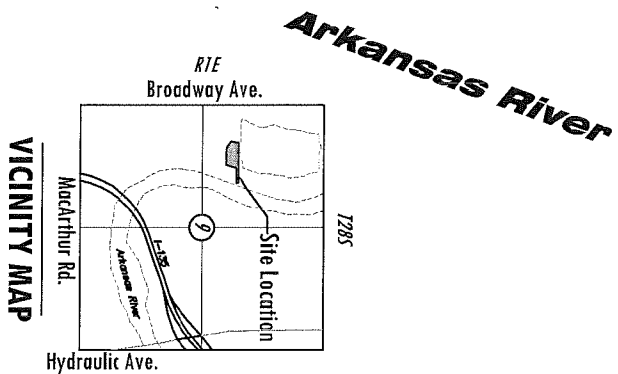
DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 9, in the Northwest Quarter of Section 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'00"E, 1391.29 feet to the west line of the existing Flood Control Right of Way as described in District Court Case A-48670; thence N14°13'00"E, 425.83 feet along said Flood Control right of way to a point monumented by a concrete right of way monument; thence N16°33'00"E, 221.52 feet along said Flood Control right of way to the **POINT OF BEGINNING**; thence S87°09'17"W, 10.60 feet parallel with and 10 feet South of the south line of East Robbins Addition, Wichita, Sedgwick County, Kansas; thence N16°33'00"E, 10.60 feet to the south line of said East Flood Control right of way; thence S16°32'01"W, 339.91 feet along said Flood Control right of way to the southeast corner of said East Robbins Addition; thence S16°33'00"W, 10.60 feet along said Flood Control right of way to the **POINT OF BEGINNING**.

Said tract of land contains 3,881 square feet or 0.09 acres, more or less.

S23



This tract exhibit does not constitute a boundary survey.

EXHIBIT "A"

TITLE
TRACT Map - B 40-00UP & B 13321
Go Lake, Inc.

SHEET NAME

Levee S - WVLPPP

MKEC
ENGINEERING
CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

PROJECT - 07866 Prepared April, 2009
8009 Wichita Valley Center Local Flood Protection Project

ACCESS EASEMENT FOR FLOOD PROTECTION LEVEE

KNOW ALL PERSON BY THESE PRESENTS:

That Robert R. Garlick, a single person hereinafter called "Grantor") in consideration of the sum of Nine thousand three hundred fifty and no/100 (\$9,350.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and non-exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF


This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 22 day of July, 2009

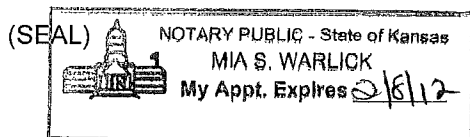

Robert R. Garlick

STATE OF Kansas)
COUNTY OF Sedgewick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

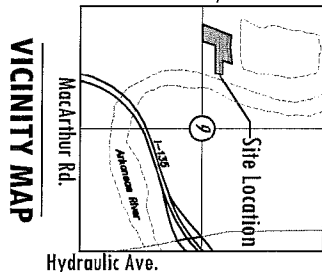
Robert R. Garlick, a single person
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of July, A.D. 2009




Mia S. Warlick NOTARY PUBLIC

RIE
Broadway Ave.



DESCRIPTION OF "Permanent Access Easement"

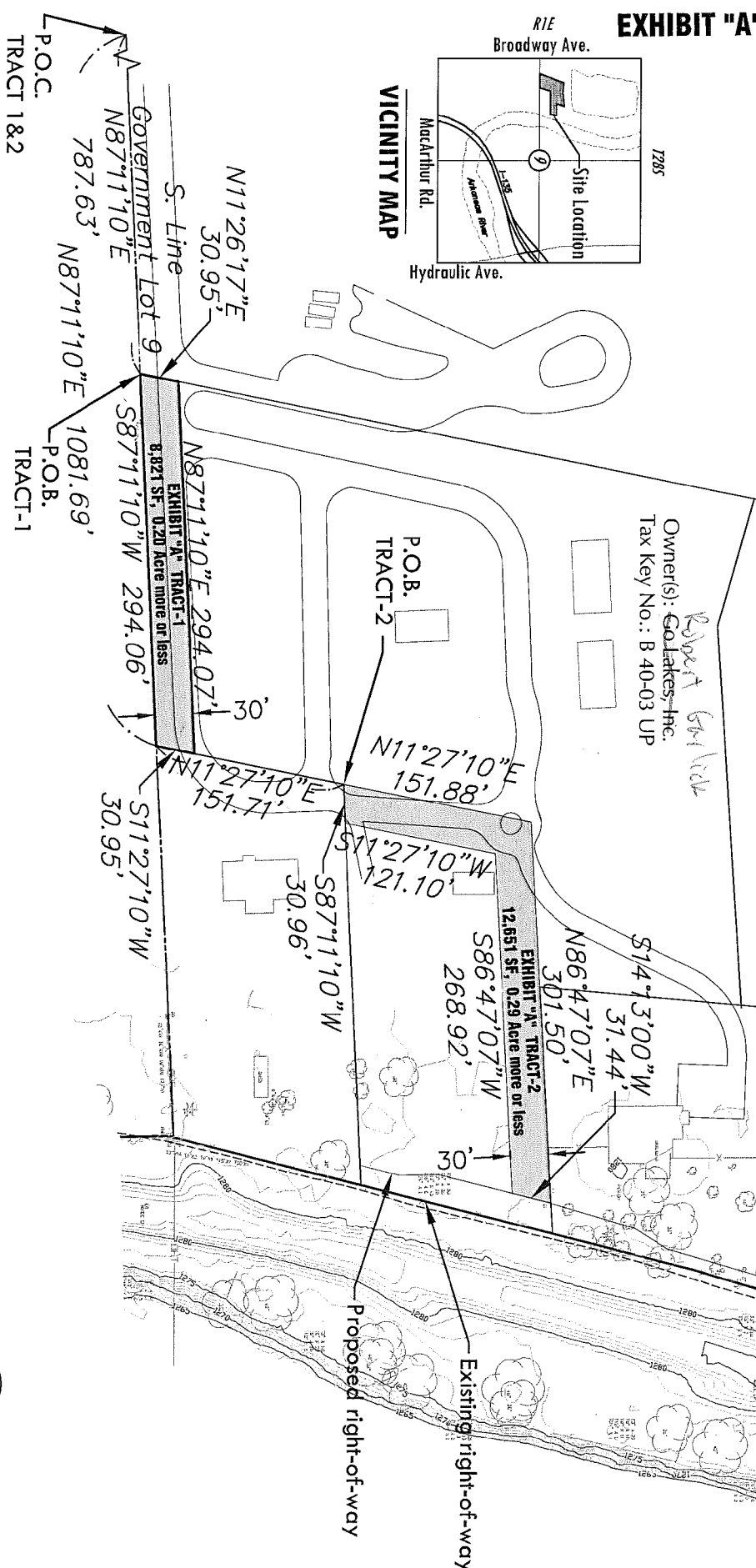
Two tracts of land for Permanent Access Easements lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgewick County, Kansas, said tract being further described as follows:

Tract 1
COMMENCING, at the southwest corner of said Government Lot 9 as established by Sedgewick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south cone bearing of N87°11'10"W, 767.63 feet to the **POINT OF BEGINNING** said point being the southwest corner of a tract of land described in an instrument recorded at Public Record 2032, Page 857 in the Register of Deeds office in said county; thence N11°26'17"E, 30.95 feet along the west line of said tract, thence N87°11'10"E, 294.07 feet parallel with the south line of said Government Lot 9 to a point on the easterly boundary of said tract, thence S17°21'10"W, 30.95 feet along said easterly boundary to the south line of said Government Lot 9; thence S87°11'10"W, 994.06 feet along the south line of said Government Lot 9 to the **POINT OF BEGINNING**.

Said tract of land contains 8,821 square feet or 0.20 acres, more or less.

Tract-2 COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'0"E, 1081.69 feet; thence N1°27'10"E, 151.71 feet to the **POINT OF BEGINNING**; thence N11°22'71"0"E, 151.88 feet; thence N86°42'40"E, 301.50 feet to the west line of the proposed Flood Control Right of Way; thence along said Right of Way bearing S14°13'00"W, 31.44 feet; thence S86°47'07"W, 268.92 feet; thence S11°22'71"0"W, 121.10 feet; thence S87°11'10"W, 30.96 feet to the **POINT OF BEGINNING**.

Said tract of land contains 12,651 square feet or 0.29 acres, more or less.



This tract exhibit does not constitute a boundary survey



EXHIBIT "A"

MIKE
ENGINEERING
CONSULTANTS, INC.

**TRACT Map - B 40-03 UP
Go Lakes, Inc.**

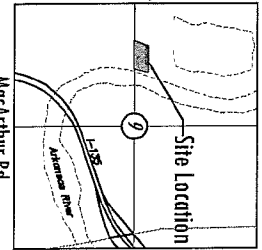
SHEET NAME

Levee 5 - WVLFPP

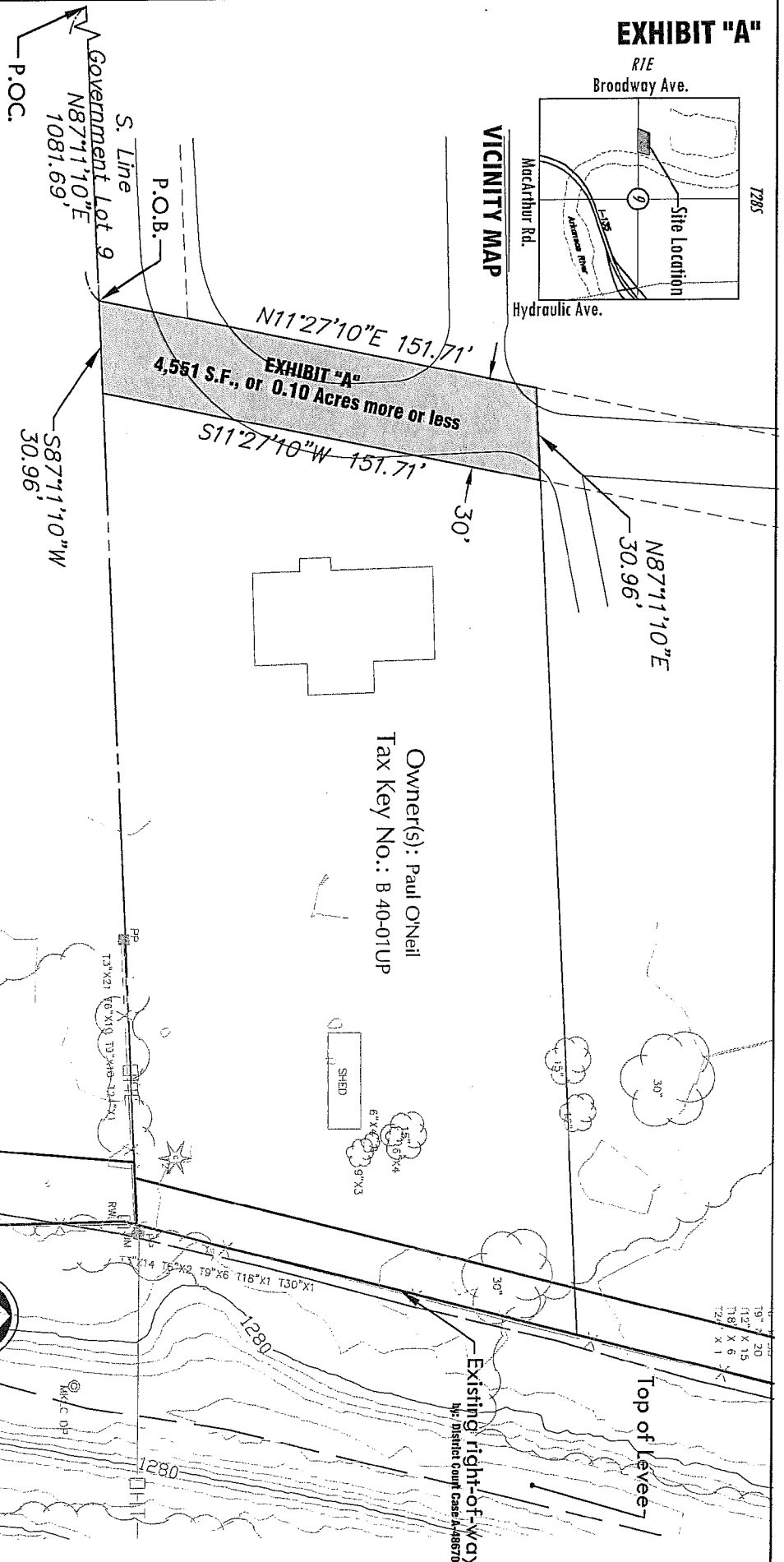
PROJECT - 07866 Prepared: April, 2009
2009 Wichita Valley Center Local Flood Protection Project

EXHIBIT "A"

R1E
Broadway Ave.



VICINITY MAP



DESCRIPTION OF "Permanent Access Easement"

A tract of land for a Permanent Access Easement lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897, thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'10"E, 1081.69 feet to the **POINT OF BEGINNING**, said point being the southwest corner of a tract of land described in an instrument recorded at DOC #/FLM-PC:28829163 in the Register of Deeds office in said county; thence N11°27'10"E, 151.71 feet to the northwest corner of said tract; thence N87°11'10"E, 30.96 feet along the north line of said tract; thence S11°27'10"W, 151.71 feet parallel with the west line of said tract to the south line of said Government Lot 9; thence S87°11'10"W, 30.96 feet along the south line of said Government Lot 9 to the **POINT OF BEGINNING**.

Said tract of land contains 4,551 square feet or 0.10 acres, more or less.































Owner(s): Paul O'Neil
Tax Key No.: B 40-01UP

S26

MIKEC
ENGINEERING
CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 604 - 9600
www.mikec.com

EXHIBIT "A"
TITLE
TRACT Map - B 40-01UP
Paul O'Neil
SHEET NAME
Levee S - WVLFPF
PROJECT - 07866 Prepared: April, 2009
5009 Wichita Valley Center Local Flood Protection Project

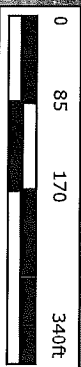
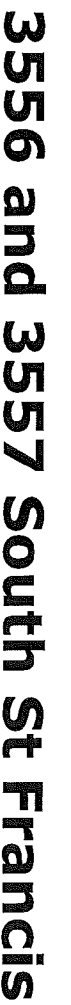

































- | | |
|---|--------------------------------------|
|  | Historic Districts |
|  | Old Town |
|  | Delano Overlay District |
|  | NO |
|  | YES |
|  | Property Parcels |
|  | Roads |
|  | State Highway |
|  | US Federal Highway |
|  | Interstate |
|  | KTA |
|  | Arterial |
|  | Collector |
|  | Minor |
|  | Ramp |
|  | Railroads |
|  | Township and Range |
|  | Section |
|  | Quarter Section |
|  | Waterways |
|  | Streams |
|  | Historic Sites |
|  | REGIONAL |
|  | STATE/NATIONAL |
|  | STATE |
|  | Historic Environs |
|  | Parks |
|  | Airports |
|  | SDEASTER, S-DEDATA, ORTH-OIFT |
|  | SDEASTER, S-DEDATA, ORTH-O |



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



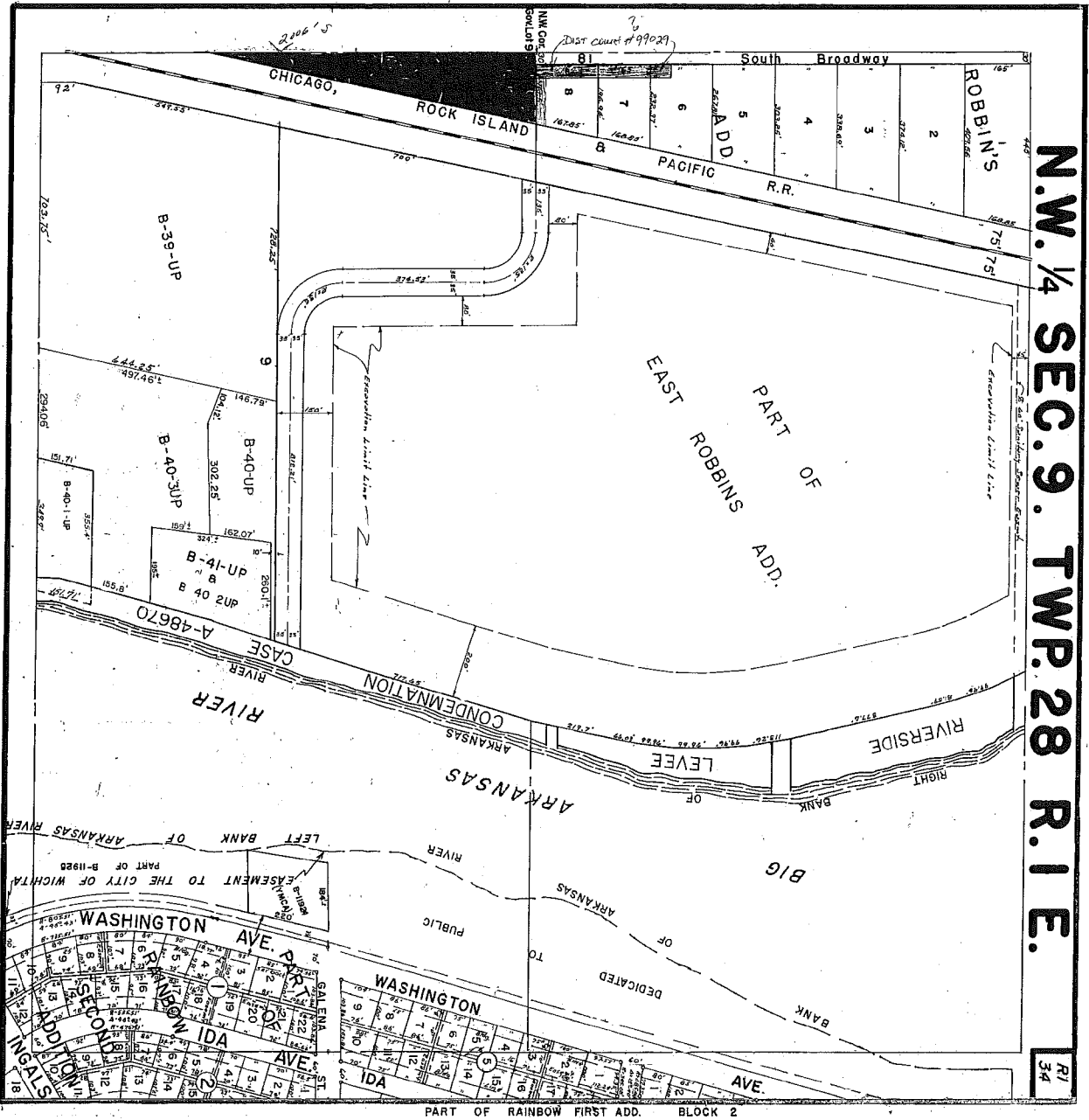


- | | |
|---|------------------------------|
|  | Historic Districts |
|  | Old Town |
|  | Delano Overlay District |
|  | NO |
|  | YES |
|  | Property Parcels |
|  | Roads |
|  | State Highway |
|  | US Federal Highway |
|  | Interstate |
|  | KTA |
|  | Arterial |
|  | Collector |
|  | Minor |
|  | Ramp |
|  | Railroads |
|  | Quarter Section |
|  | Waterways |
|  | Streams |
|  | Historic Sites |
|  | REGIONAL |
|  | STATE/NATIONAL |
|  | STATE |
|  | Historic Environs |
|  | Parks |
|  | Airports |
|  | SDERASTER.S-DEDATA.ORTH-01FT |
|  | SDERASTER.S-DEDATA.ORTH-0 |
|  | City Limits |
|  | Andale |
|  | Bel Aire |

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



Off Aer



CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 3556 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 3556 South Saint Francis. 3556 S. St. Francis is improved with a single-family residence. The property has a mixed zoning and is both zoned single-family and general commercial. It is necessary to obtain a fifteen foot strip of land as a floodway easement adjacent to the levee, or east property line. In addition, an access easement along the west property line is also required.

Analysis: The two easements required at 3556 S. St. Francis will bound the property on both the east and west. The 2,306 square foot floodway easement will impact a mature tree row. The 4,551 square foot access easement is a private access road which will allow city staff to access and service the floodway levee. No improvements are impacted as a result of the project. The owner accepted the estimated market offer of \$2,600, or \$1,150 (\$0.50 per square foot) for the easement and \$1,200 (\$0.26 per square foot) for the access easement. This offer includes \$250 for trees. The owner agreed to an additional \$2,500 as compensation for the removal of the buffering, mature tree row together with proximity damages caused by the easements being on both the east and west property lines. The proposed settlement is reasonable and prudent.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,000 is requested. This includes \$5,100 for the acquisition and \$900 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement and 3) Authorize the necessary signatures.

Attachments: Permanent easement, tract map and aerial map.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Paul O'Neill aka Paul F. O'Neill, a single person

(hereinafter called "Grantor") in consideration of the sum of

Two thousand six hundred fifty and no/100 dollars (\$2,650.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

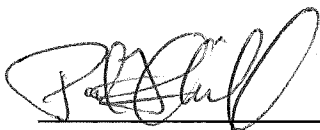
This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 6th day of July, 2009



Paul F. O'Neill

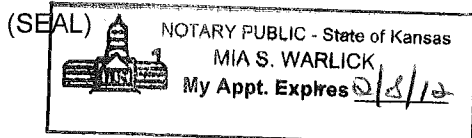
STATE OF Kansas)
COUNTY OF Sedgewick)SS

I, Paul F. O'Neill, a Notary Public in and for said County and State, DO
HEREBY CERTIFY that

Paul F. O'Neill, a single person

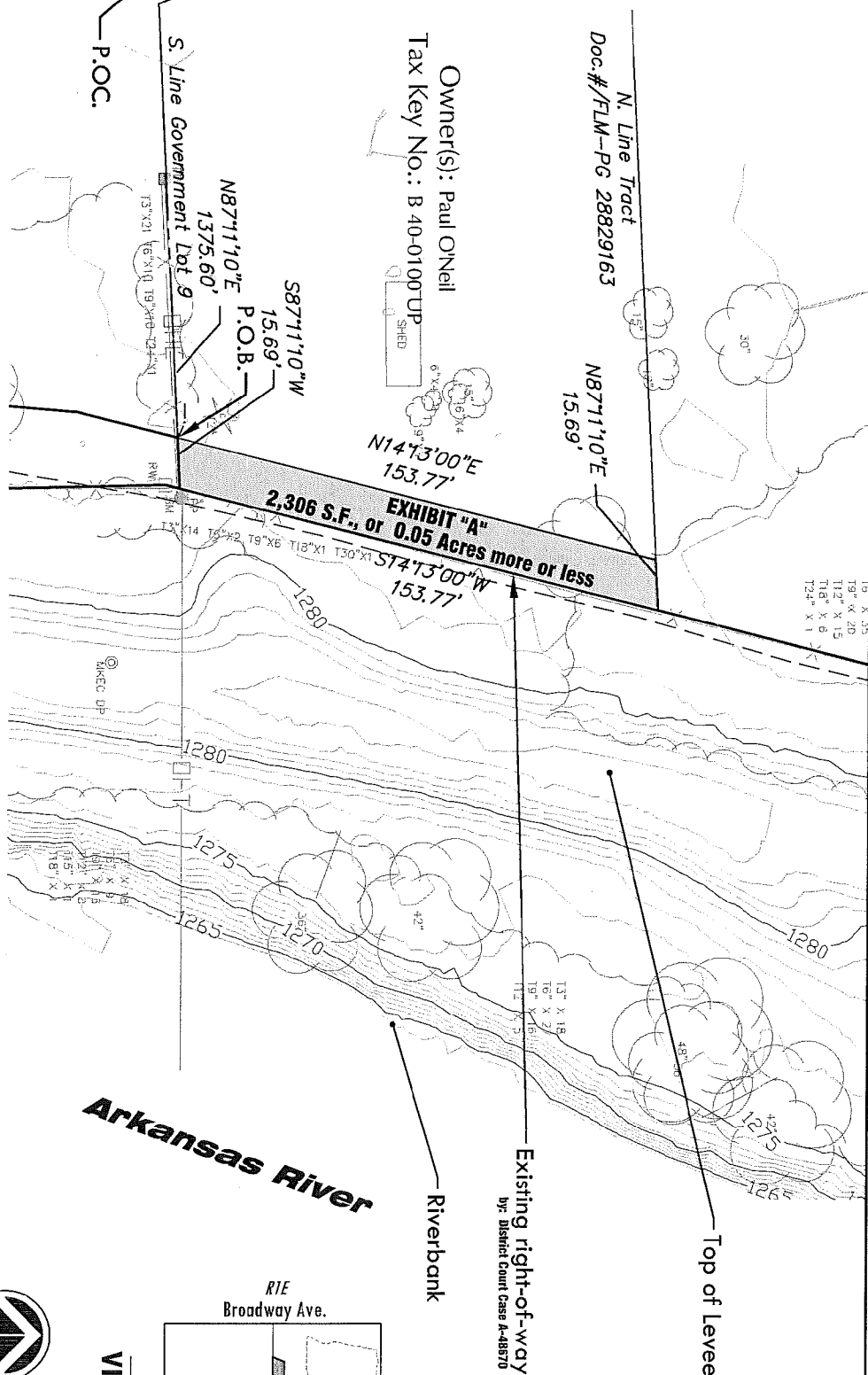
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of July, A.D. 2009



Mia S. Warlick
Mia S. Warlick NOTARY PUBLIC

EXHIBIT "A"



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897, thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'10"E, 1375.60 feet to the **POINT OF BEGINNING**; thence N14°13'00"E, 153.77 feet to the north line of a tract of land described in Document #/FLM-PG: 28829163 as recorded in the Sedgwick County Register of Deeds; thence N87°11'10"E, 15.69 feet to the northeast corner of said tract; thence S14°13'00"W, 153.77 along the west line of the existing Flood Control right of way as described in District Court Case A-48570 to the southeast corner of said tract; thence S87°11'10"W, 15.69 feet along the south line of said Lot 9 to the **POINT OF BEGINNING**.

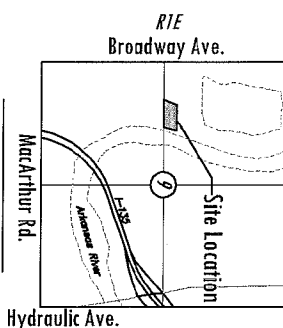
Said tract of land contains 2,306 square feet or 0.05 acres, more or less.

Arkansas River

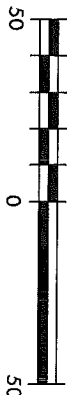
Riverbank

Existing right-of-way
by District Court Case A-48570

Top of Levee



VICINITY MAP



This tract exhibit does not constitute a boundary survey.

EXHIBIT "A"

TRACT Map - B 40-0100 UP

Paul O'Neil

SHEET NAME

Levee S - WVLFPF

PROJECT - 07866 Prepared: April, 2008
8009 Wichita Valley Center Local Flood Protection Project

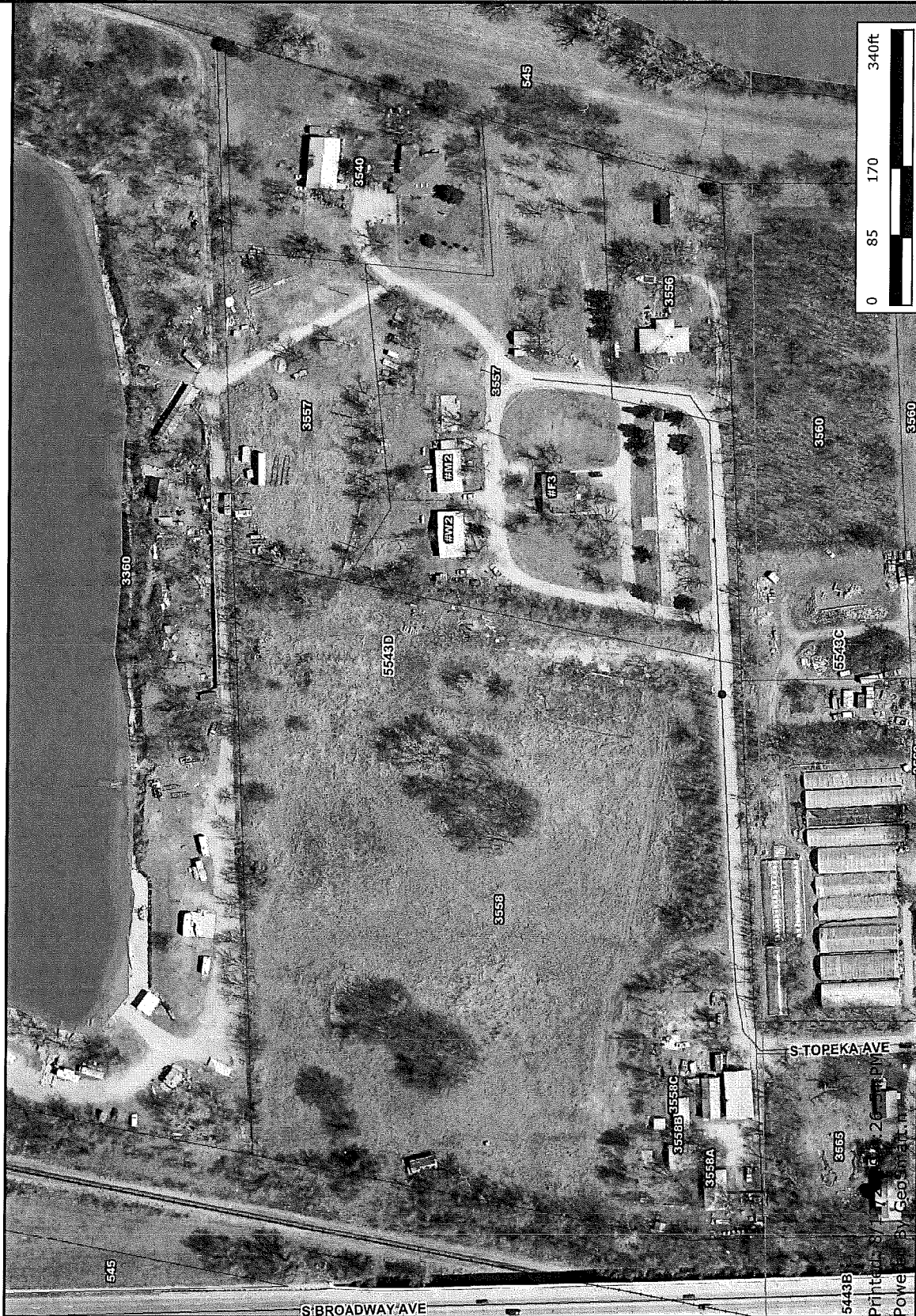
MKEC
ENGINEERING
CONSULTANTS, INC.


411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600
www.mkec.com

S20




3556 and 3557 South St Francis





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Historic Districts

Old Town

Delano Overlay District

NO

YES

Property Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Historic Sites

REGIONAL

STATE/NATIONAL

STATE

Historic Environs

Parks

Airports

SDERASTER.S-DEDATA.ORTH-01FT

SDERASTER.S-DEDATA.ORTH-0

City Limits

Andale

Bel Aire

CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1610 South Dowell for the Greenwich: Harry to Kellogg Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 5, 2008, City Council authorized the Greenwich Road project from Harry to Kellogg. Greenwich will be widened from two lanes to four lanes and a center two-way turn lane with landscaped medians. The intersection of Harry and Greenwich will be reconstructed with left turn lanes at all four approaches. A storm water sewer will be constructed and sidewalks will be built along both the east and west side of Greenwich. The property at 1610 S. Dowell is zoned single-family and is improved with a 1974 ranch house. The proposed right-of-way is a 10 foot strip of land consisting of 1,000 square feet. A 1,000 square foot temporary construction easement is also required. The residential improvements are not impacted however; there are mature trees in the proposed right-of-way.

Analysis: The owner rejected the estimated market value of \$1,375, or \$1.25 per square foot for the land and \$0.12 per square foot for the temporary easement. The owner has agreed to \$2,625, which includes \$1,250 as compensation for landscaping and trees. Based on nursery estimates, this amount is reasonable.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of \$2,925 is requested. This includes \$2,625 for the acquisition and \$300 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 16 day of August, 2009 by and between Nabil Sabbah and Roseline Sabbah, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient ~~warranty deed~~ the following described real property, situated in Sedgwick County, Kansas, to-wit:

A tract described as: the north 10 feet of Lot 3, Sloan's Addition to Wichita, Sedgwick County, Kansas, said tract containing 1,000 square feet, more or less for the purpose of constructing, reconstructing, widening, improving, draining and maintaining road right-of-way.

The Seller does hereby agree to convey to the Buyer by a temporary construction (TE) easement, during construction, for the following described real property, situated in Sedgwick County, Kansas, to-wit:

A tract described as: the south 10 feet of the north 20 feet of Lot 3, Sloan's Addition to Wichita, Sedgwick County, Kansas, said tract containing 1,000 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to Buyer for the above-described real property, the sum of Two Thousand Sixty Hundred Twenty-Five Dollars and no/100 (\$2,625.00) in the manner following to-wit: cash at closing.
3. At the Buyer's discretion, the Buyer may purchase a title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements including general landscaping and trees located thereon and deliver

Permanent
Easement
(PE)

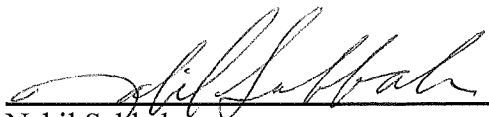
Buyer ordered
and received -
satisfactory

possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 7, 2009 subject to the conditions of Item 11 below.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Nabil Sabbah


Roseline Sabbah

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



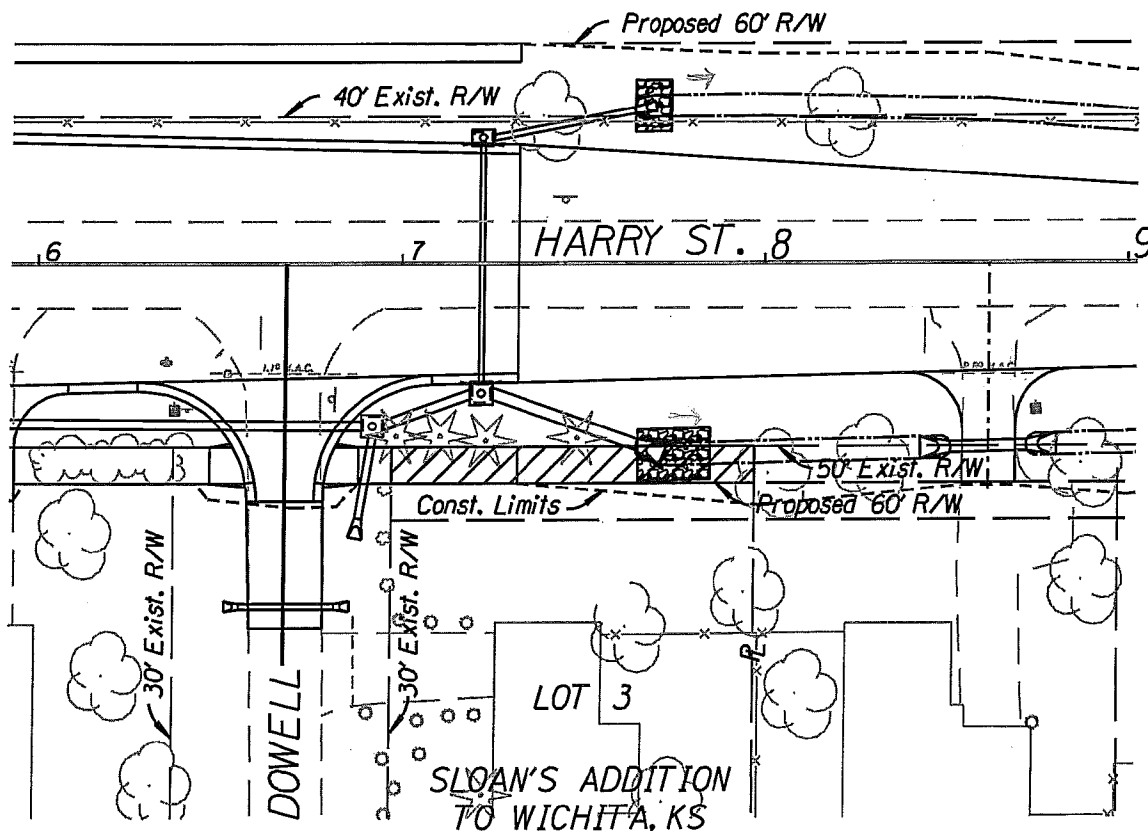
PARSONS BRINCKERHOFF

225 N. MARKET
WICHITA, KS 67202

Job Number

3	5	7	5	1	A
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Date 2-11-08



Sabbah, Nabil & Roseline
1610 S. Dowell
C-52817

Right-of-Way

C-52817

A tract described as: the North 10.00 feet of Lot 3 SLOAN'S ADDITION to Wichita, Sedgwick County, Kansas, said tract containing 1000 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.



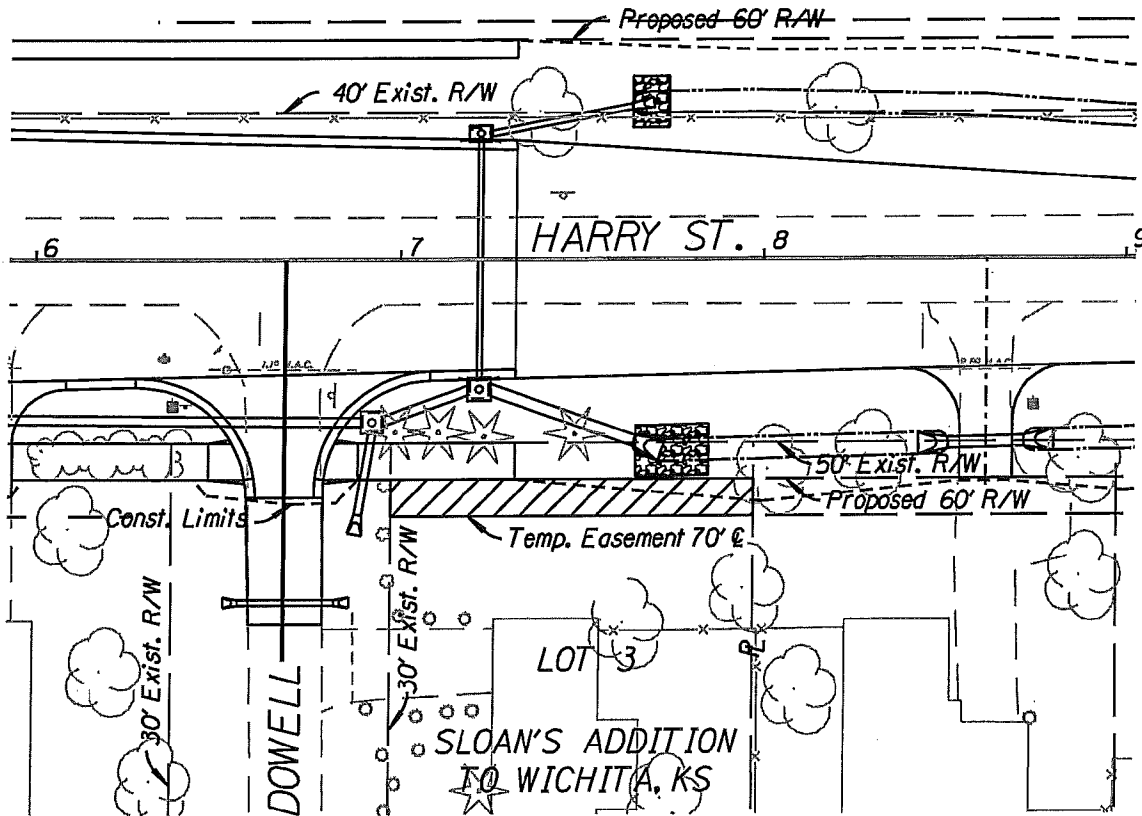
PARSONS BRINCKERHOFF

225 N. MARKET
WICHITA, KS 67202

Job Number

3	5	7	5	1	A
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Date 2-11-08



Sabbah, Nabil & Roseline
1610 S. Dowell
C-52817

Temporary Easement

C-52817

A tract described as: the South 10.00 feet of the North 20.00 feet of Lot 3 SLOAN'S ADDITION to Wichita, Sedgwick County, Kansas, said tract containing 1000 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

1610 South Dowell



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CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 11200 East Bayley for the Greenwich: Harry to Kellogg Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 5, 2008, City Council authorized the Greenwich Road project from Harry to Kellogg. Greenwich will be widened from two lanes to four lanes and a center two-way turn lane with landscaped medians. The intersection of Harry and Greenwich will be reconstructed with left turn lanes at all four approaches. A storm water sewer will be constructed and sidewalks will be built along both the east and west side of Greenwich. The property at 11200 East Bayley is zoned single-family and is improved with a 1974 ranch house. It is necessary to obtain a 2,005 square foot temporary construction easement along the existing road right-of-way line together with a 570 square foot permanent drainage easement at the north end of the property. There are mature trees in both the existing right-of-way along Greenwich and within the owner's permanent easement area that will be removed as a result of the project.

Analysis: The owner rejected the estimated market value of \$395 which consisted of \$0.12 per square foot for the temporary easement and \$0.25 per square foot for the permanent drainage easement. The owner has agreed to \$4,895 which includes the \$395 for the acquisition and \$4,500 as damages to mature trees and landscaping. All of the mature landscape will be eradicated along both the Greenwich property line and along the drainage canal. A bid to landscape the site to replace some of the screening lost was obtained at \$9,000. The owner has agreed to pay for half of the replacement landscaping. This is a fair and reasonable settlement.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of \$5,395 is requested. This includes \$4,895 for the acquisition and \$500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Dennis W. Brown and Elizabeth M. Causey, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

The Seller does hereby agree to convey to the Buyer by a perpetual easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

A tract in the SWQ Section 27, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, KS, described as: Commencing at the NW corner of said SWQ; thence on an assumed bearing of S00°49'21"E a distance of 489.39 feet to a point on the West line of said SWQ; thence N89°10'39"E a distance of 50 feet to the point of beginning; thence N89°10'39"E a distance of 25 feet; thence N00°49'21"W a distance of 12.76 feet; thence N52°02'14"W a distance of 32.07 feet; thence S00°49'21"E a distance of 32.85 feet, more or less, to the point of beginning, said tract containing 570 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

The Seller does hereby agree to convey to the Buyer by a temporary construction easement, during construction, for the following described real property, situated in Sedgwick County, Kansas, to-wit:

A tract described as: the West 10 feet of the South 22.45 feet of Lot 4, Block 1, Windsor Park Addition, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to Buyer for the above-described real property, the sum of Four Thousand Eight Hundred Ninety-Five Dollars and no/100 (\$4,895.00) in the manner following to-wit: cash at closing.
3. At the Buyer's discretion, the Buyer may purchase a title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

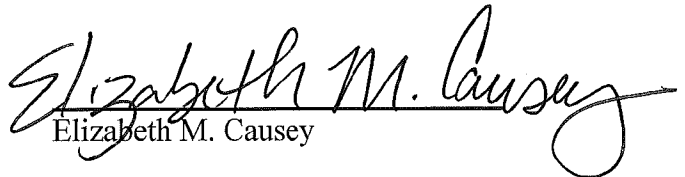
6. The Seller further agrees to convey the above-described premises with all the improvements including general landscaping and trees located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 21, 2009 subject to the conditions of Item 11 below.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Dennis W. Brown



Elizabeth M. Causey

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

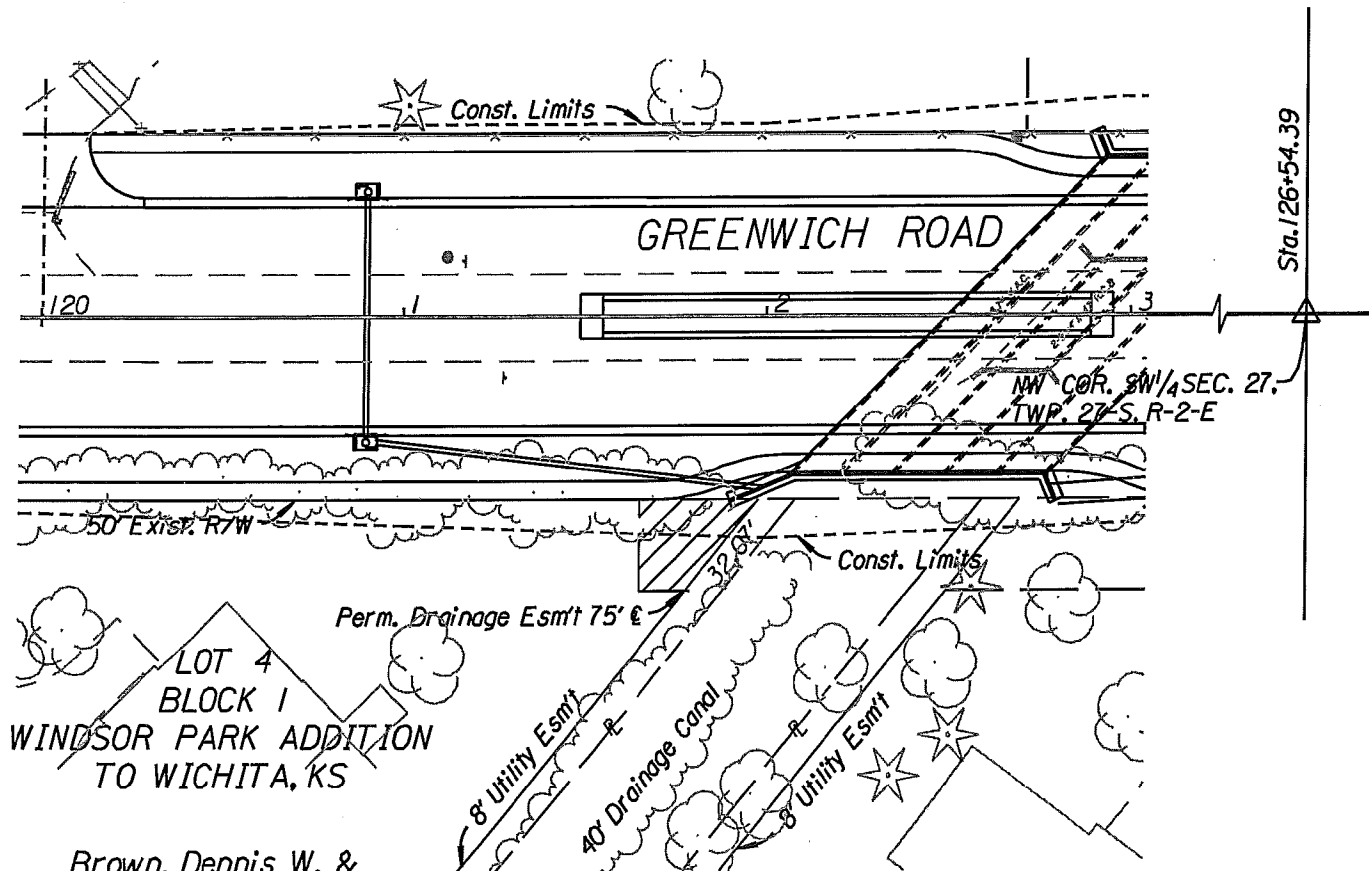


PARSONS BRINCKERHOFF

225 N. MARKET
WICHITA, KS 67202

Job Number 35751A

Date 2-7-08



LOT 4
BLOCK 1
WINDSOR PARK ADDITION
TO WICHITA, KS

Brown, Dennis W. &
Elizabeth M. Causey
11200 E. Bayley
C-53061

Permanent Drainage Easement

C-53061

A tract in the SW $\frac{1}{4}$ Section 27, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, described as: commencing at the NW corner of said SW $\frac{1}{4}$; thence on an assumed bearing of S $00^{\circ}-49'-21''$ E a distance of 489.39 feet to a point on the West line of said SW $\frac{1}{4}$; thence N $89^{\circ}-10'-39''$ E a distance of 50.00 feet to the point of beginning; thence N $89^{\circ}-10'-39''$ E a distance of 25.00 feet; thence N $00^{\circ}-49'-21''$ W a distance of 12.76 feet; thence N $52^{\circ}-02'-14''$ W a distance of 32.07 feet; thence S $00^{\circ}-49'-21''$ E a distance of 32.85 feet, more or less, to the point of beginning, said tract containing 570 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.



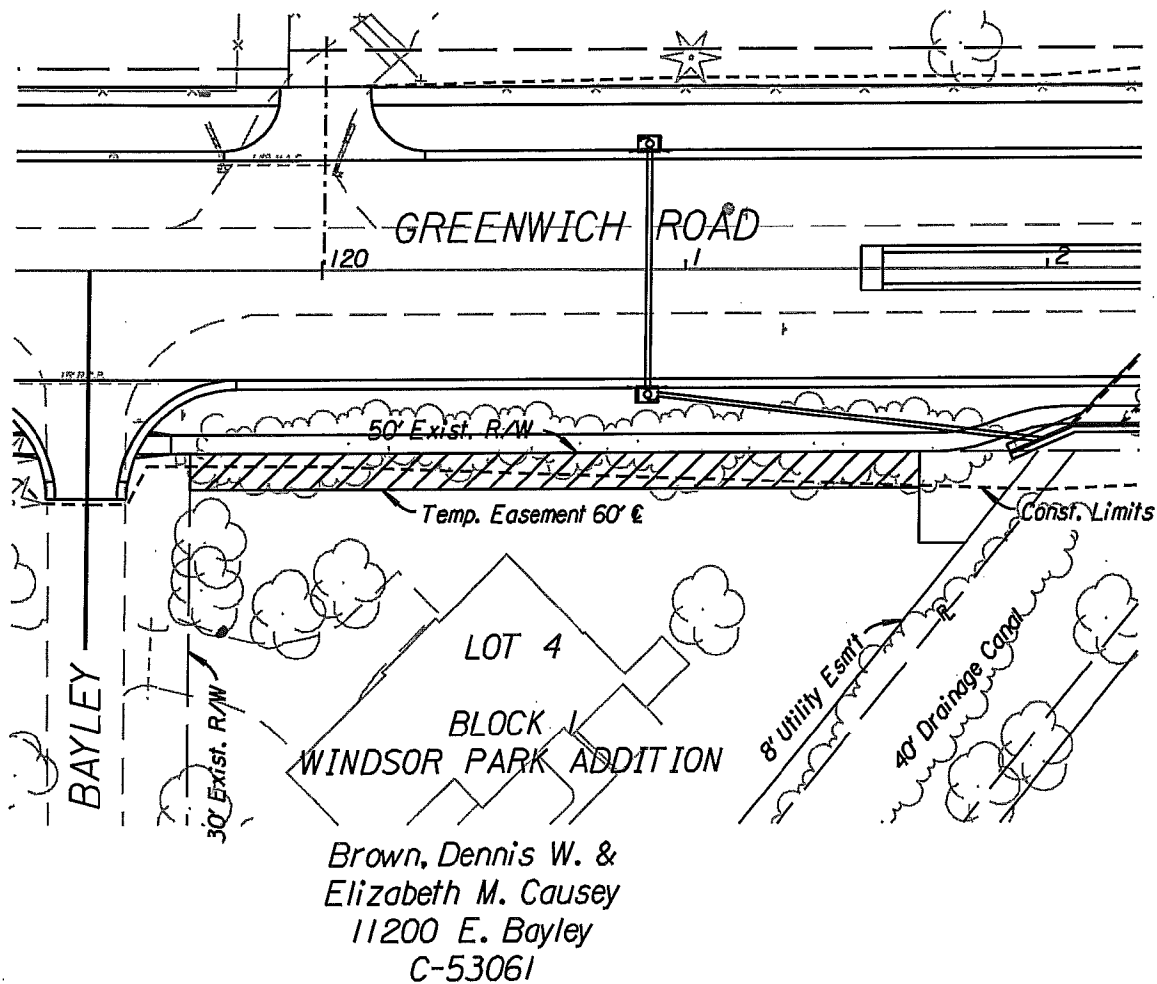
PARSONS BRINCKERHOFF

225 N. MARKET
WICHITA, KS 67202

Job Number

3	5	7	5	1	A
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Date 2-14-08



Temporary Easement

C-53061

A tract described as: the West 10.00 feet of the South 200.45 feet of Lot 4, Block 1, WINDSOR PARK ADDITION, Sedgwick, County, Kansas.

11200 East Bayley



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Southwest Corner of Maize and Pawnee for the Maize: Pawnee to Kellogg Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 18, 2008, the City Council approved a project to improve Maize Road from Kellogg to Pawnee. Maize is currently a two lane asphalt mat road with open drainage ditches. Maize will be improved to five lanes with two through lanes in each direction and a center two-way left turn lane. A storm water sewer system will be constructed and five foot wide sidewalks will be installed on both sides of Maize. The project requires a 500 square foot drainage easement from the property located at the southwest corner of Maize Road and Pawnee Avenue. Also required is a 410 square foot, ten foot wide temporary easement during construction. The property is agricultural and improved with a horse barn and fencing. The improvements are removed from the proposed acquisitions however, fencing and trees are impacted.

Analysis: Based on market comparables, the seller has agreed to accept the \$3,600 offer consisting of \$500 (\$1.00 per square foot) for the 500 square foot drainage easement, \$100 (\$.24 per square foot) for the 410 square foot temporary easement, and \$3,000 for the mature trees valued at \$150 each. An additional \$900 is allowed for the resetting of the 91 lineal feet of fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$4,700 is requested. This includes \$4,500 for the acquisition, and \$200 for closing and recordation costs.

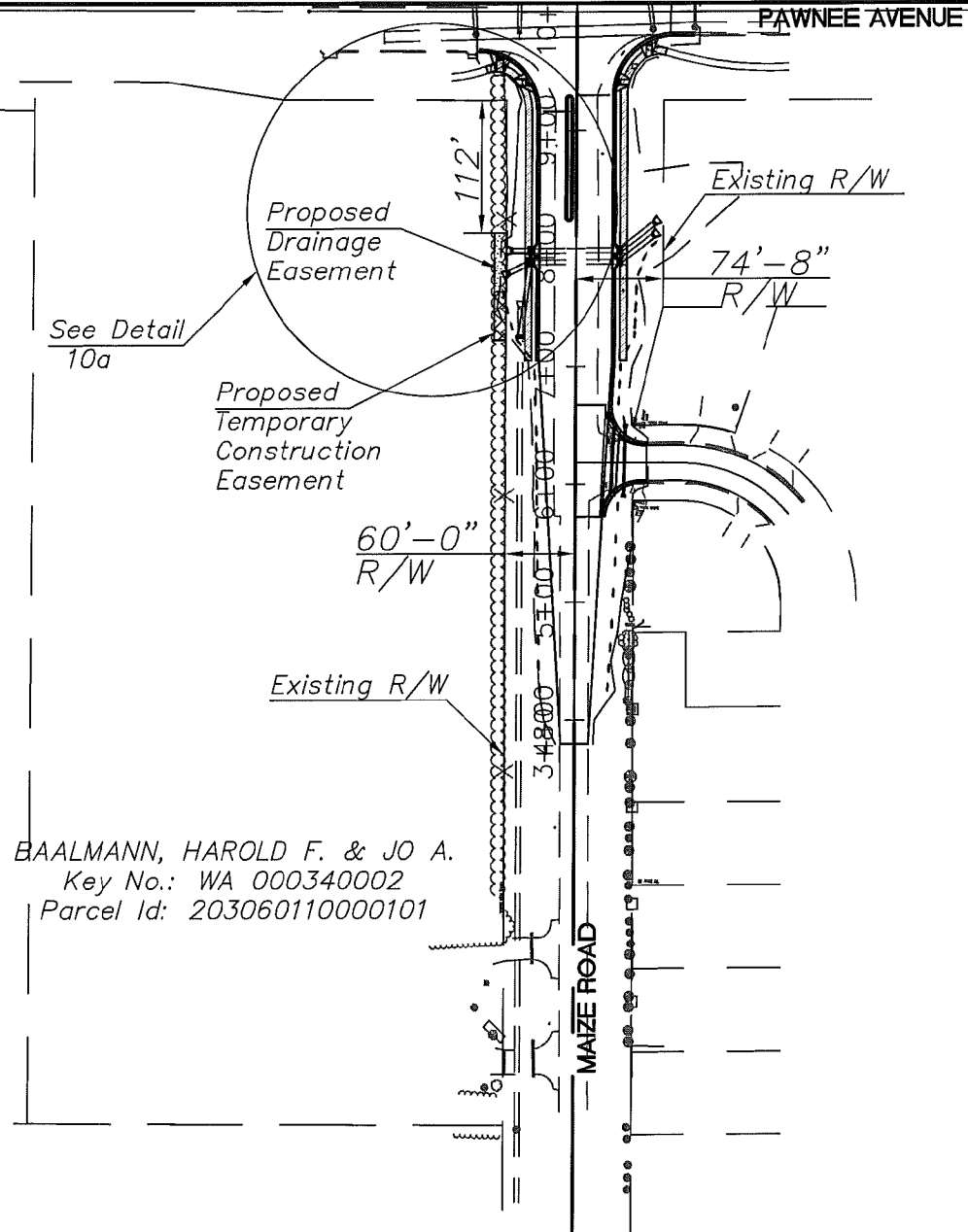
Goal Impact: The acquisition of this parcel addresses efficient infrastructure by allowing the improvement of traffic flow and drainage along a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial map and real estate purchase agreement.

P:\1935 Maize Road\Work Drawings\Tracts.dwg, tract 10, 6/8/2009 4:10:58 PM



TAX KEY: WA 000340002

- Proposed Drainage Easement
- Proposed Temporary Construction Easement
- Proposed Sidewalk
- Fence

MAIZE ROAD
WEST KELLOGG AVE TO PAWNEE AVE
TRACT MAP
BAALMANN, HAROLD F. & JO A.
SEC 6-T28S-R1W

1 INCH = 150 FT.

BAALMANN, HAROLD F. & JO A.
Key No.: WA 000340002
Parcel Id: 203060110000101

Proposed
Drainage
Easement

Proposed
Temporary
Construction
Easement

Existing R/W

10'

50'

41'

Proposed
Sidewalk

8+00

60'-0"
R/W

MAIZE ROAD

PROPOSED TEMPORARY CONSTRUCTION EASEMENT LEGAL:

Part of Section 6, T28S, R1W, Sedgwick County, Kansas, more particularly described as follows.

Commencing at the northeast corner of said lot, thence 162 feet southerly along the East line of said lot to the point of Beginning, thence 41.0 feet southerly along the East line of said lot, thence west perpendicular to the East line of said lot 10.00 feet, thence northerly 41.0 feet parallel with the East line of said lot, thence easterly 10.0 feet to the point of beginning. Containing 410 square feet.

PROPOSED DRAINAGE EASEMENT LEGAL:

Part of Section 6, T28S, R1W, Sedgwick County, Kansas, more particularly described as follows.

Commencing at the northeast corner of said lot, thence 112 feet southerly along the East line of said lot to the point of Beginning, thence 50.0 feet southerly along the East line of said lot, thence west perpendicular to the East line of said lot 10.00 feet, thence northerly 50.0 feet parallel with the East line of said lot, thence easterly 10.0 feet to the point of beginning. Containing 500 square feet.

TAX KEY: WA 000340002

MAIZE ROAD

WEST KELLOGG AVE TO PAWNEE AVE

TRACT MAP

BAALMANN, HAROLD F. & JO A.

SEC 6-T28S-R1W

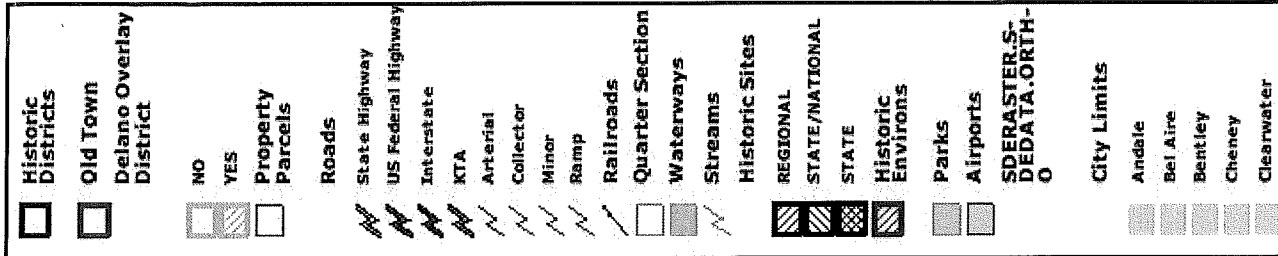
Proposed Drainage Easement
Proposed Temporary Construction Easement
Proposed Sidewalk Fence

1 INCH = 20 FT.





Baalman



PROJECT: Maize Road – Kellogg to Pawnee

DATE: July 24, 2009

COUNTY: Sedgwick

TRACT NO.: 1

CITY OF WICHITA, KANSAS**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED**THIS AGREEMENT made and entered into this 8 day of Aug 2009 by and between:

Harold F. Baalman and Jo A. Baalman
 2517 S. Maize Road
 Wichita, KS 67209

landowner(s), and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the permanent easement for drainage and a temporary easement for construction purposes in Sedgwick County to wit and described as follows:

A permanent easement for drainage described as follows:

Part of Section 6, T28S, R1W, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said lot, thence 112 feet southerly along the East line of said lot to the point of beginning, thence 50 feet southerly along the East line of said lot, thence west perpendicular to the East line of said lot 10 feet, thence northerly 50 feet parallel with the East line of said lot, thence easterly 10 feet to the point of beginning. Containing 500 square feet more or less.

A temporary easement for construction described as follows:

Part of Section 6, T28S, R1W, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said lot, thence 162 feet southerly along the East line of said lot to the point of beginning, thence 41 feet southerly along the East line of said lot, thence west perpendicular to the East line of said lot 10 feet, thence northerly 41 feet parallel with the East line of said lot, thence easterly 10 feet to the point of beginning. Containing 410 square feet more or less.

Where applicable, it is understood and agreed that landowner(s) is/are responsible for all property

taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above-described easements and to pay therefore, the following amount within ten days after the easements conveying said property has been delivered.

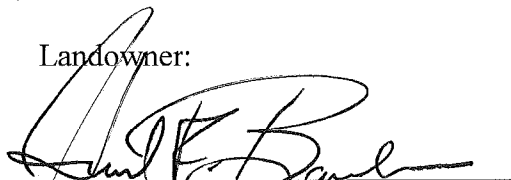
Right-of-way	\$ 0.00
Drainage Easement - 500 Sq. Ft.	\$ 500.00
Cost to Cure:	\$ 0.00
Damages including but not limited to: trees and fence	\$3,900.00
Temporary Construction Easement – 410 Sq. Ft.	\$ 100.00


TOTAL \$4,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

Landowner:


Harold F. Baalmann


Jo A. Baalmann

City of Wichita
County of Sedgwick
State of Kansas

By _____
Carl Brewer, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

Harold F. Baalmann and Jo A. Baalmann

REMARKS:

CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition of Sewer Easements at 800 South Lakewood Drive for the Crestview Country Club Interceptor, Phase II (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 18, 2004, City Council approved the resolution authorizing construction of the Crestview Country Club Sanitary Sewer Interceptor. The second phase of the sanitary sewer project will run parallel with the existing service line. This second line will provide capacity relief due to the rapid growth in northeast Wichita. In some areas, the additional sewer line will co-locate within the existing easement however due to space limitations, it is necessary to acquire six new permanent easements together with eighteen temporary construction easements. This particular site is zoned single-family and consists of 151 acres. It is estimated that about 5 acres of the site contribute to the residence. The remaining 146 acres is agricultural with heavily wooded areas along the creek bed. It is necessary to obtain a 19,191 square foot sanitary sewer easement along the north property line from the portion of the property currently in agricultural use. In addition, a 128,786 square foot temporary construction easement is also required. The temporary easement is adjacent to the proposed sewer easement on the north and is also adjacent to the existing sewer easement as it runs through the property.

Analysis: The owner has agreed to accept the estimated market value of \$13,815, or \$0.25 per square foot for the sewer easement, \$0.07 per square foot for the temporary construction easement and \$6,185 for damages to mature trees and crops for a total of \$20,000.

Financial Considerations: A budget of \$21,000 is requested. This includes \$20,000 for the easement and \$1,000 for closing costs, title work and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Attachments: Real estate purchase agreement, tract maps and aerial map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Charles Stark and Mary L. Stark, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

Attached

Together with:

The Seller does hereby agree to convey to the Buyer by a temporary construction easement, during construction, for the following described real property, situated in Sedgwick County, Kansas, to-wit:

Attached

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easements and all damages and/or claims including but not limited to access, trees, the sum of Twenty Thousand Dollars and No Cents (\$20,000.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 21, 2009.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer at closing or exchange of easements for funds.

8. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

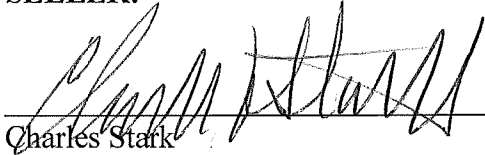
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Charles Stark


Mary L. Stark

BUYER:

By Direction of the City Council

ATTEST:

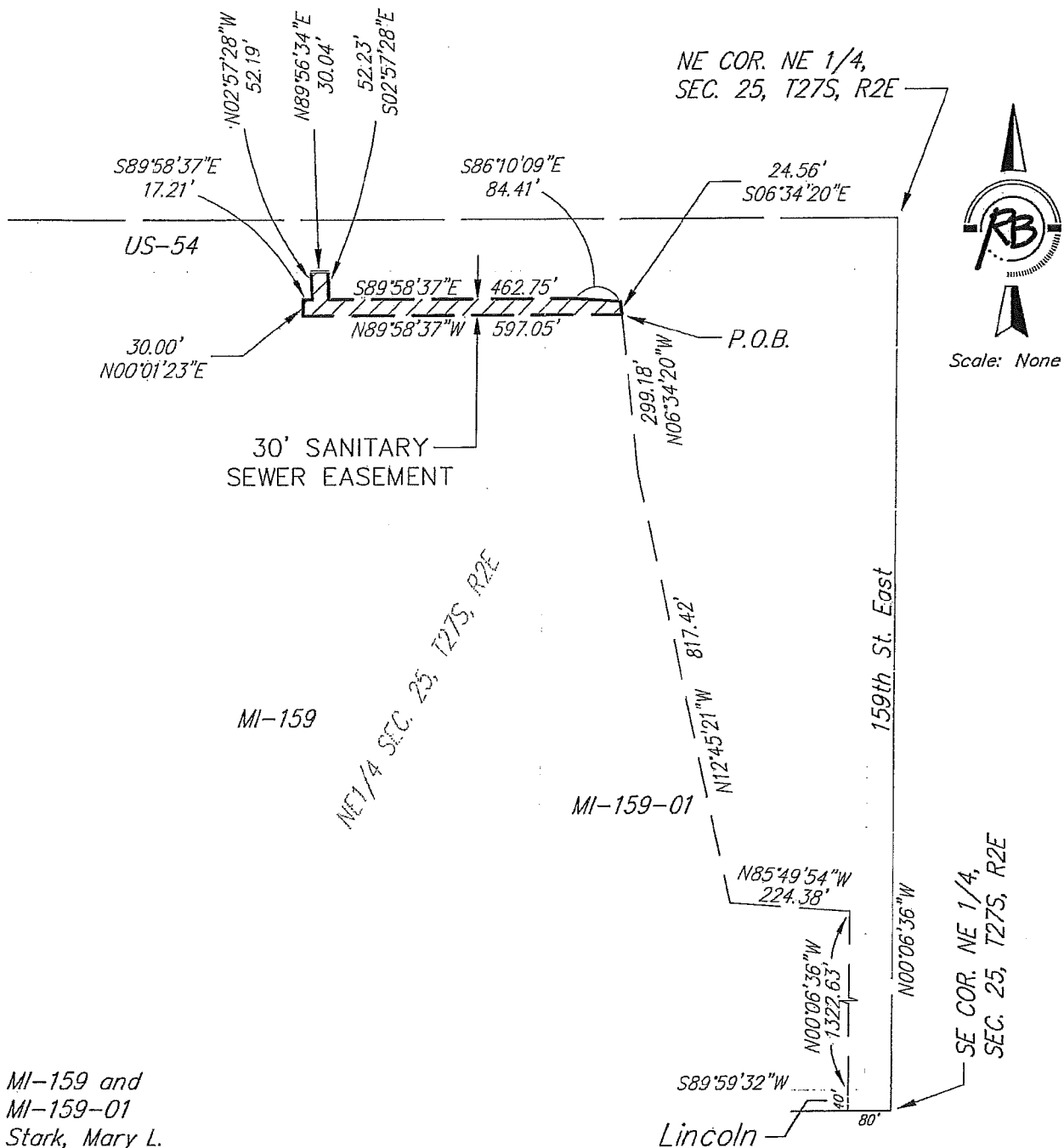
Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

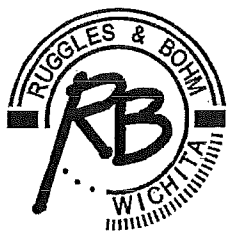
Gary E. Rebenstorf, Director of Law

SANITARY SEWER EASEMENT EXHIBIT



MI-159 and
MI-159-01
Stark, Mary L.
800 S. Lakewood Dr.
Wichita KS 67230

Rev. 5/06/09
Rev. 3/10/09
Rev. 5/29/08



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main (316) 264-8008
Wichita, Kansas 67203 (316) 264-4621 fax
www.rbkansas.com E-mail: info@rbkansas.com

RB JOB 2270X	DRAWN WKC
SHEET 1 OF 2	DATE 12/12/05

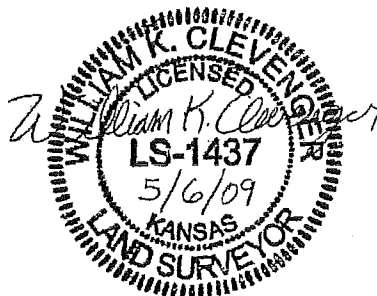
SANITARY SEWER EASEMENT EXHIBIT

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MI-159-01
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800 S. Lakewood Dr.
Wichita KS 67230

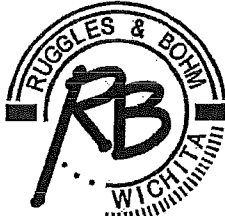
Legal Description

A tract of land described as follows:

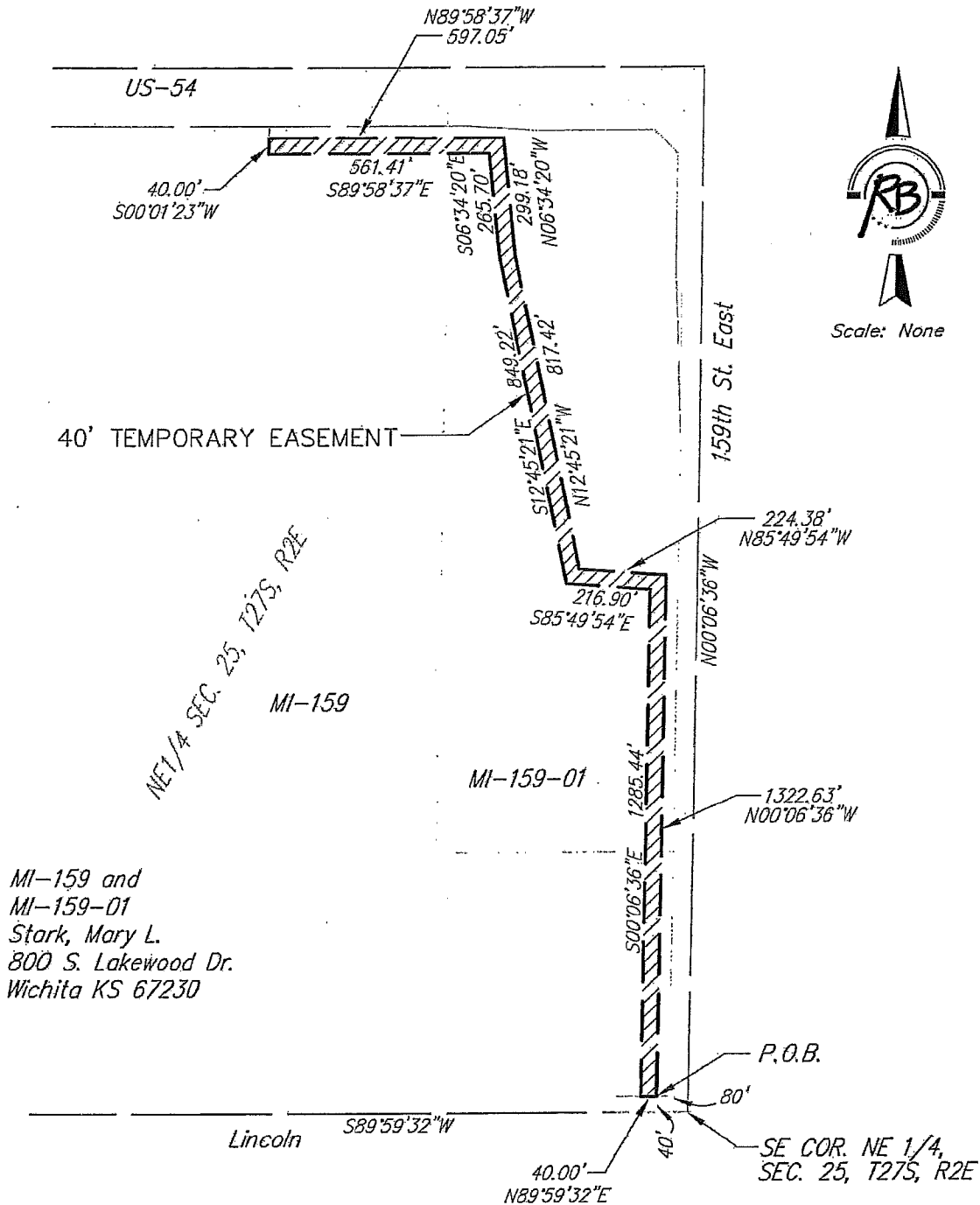
Commencing at the Southeast Corner of the Northeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence S89°59'32"W along the south line thereof, 80.00 feet; thence N00°06'36"W, parallel with the east line of said Northeast Quarter, 40.00 feet to a point on the north right-of-way line of Lincoln Street; thence N00°06'36"W, 1,322.63 feet; thence N85°49'54"W, 224.38 feet; thence N12°45'21"W, 817.42 feet; thence N06°34'20"W, 299.18 feet for a point of beginning; thence N89°58'37"W, 597.05 feet; thence N00°01'23"E, 30.00 feet to a point on a line 148.56 feet south of and parallel with the north line of said Northeast Quarter; thence S89°58'37"E along said line, 17.21 feet; thence N02°57'28"W, 52.19 feet to the south right of way line of U.S. Highway 54; thence N89°56'34"E along said right of way line, 30.04 feet; thence S02°57'28"E, 52.23 feet to a point on the line 148.56 feet south of and parallel with the north line of said Northeast Quarter; thence S89°58'37"E along said line, 462.75 feet; thence S86°10'09"E, 84.41 feet; thence S06°34'20"E, 24.56 feet to the point of beginning; containing 19,191 square feet more or less.



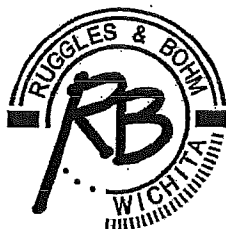
Rev. 5/06/09
Rev. 3/10/09
Rev. 5/29/08

	Ruggles & Bohm, P.A. Engineering, Surveying, Land Planning		RB JOB 2270X	DRAWN WKC
	924 North Main (316) 264-8008 Wichita, Kansas 67203 (316) 264-4621 fax www.rbkansas.com E-mail: info@rbkansas.com		SHEET 2 OF 2	DATE 12/12/05

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



Rev. 3/10/09
Rev. 5/29/08



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main (316) 264-8008
Wichita, Kansas 67203 (316) 264-4621 fax
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RB JOB 2270X	DRAWN WKC
SHEET 1 OF 2	DATE 12/12/05 3/10/07

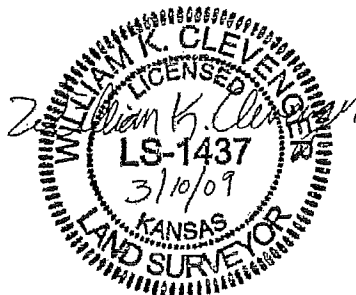
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

MI-159 and
MI-159-01
Stark, Mary L.
800 S. Lakewood Dr.
Wichita KS 67230

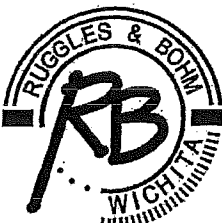
Legal Description

A tract of land described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas; thence S89°59'32"W along the south line thereof, 80.00 feet; thence N00°06'36"W, parallel with the east line of said Northeast Quarter, 40.00 feet for a point of beginning, being on the north right-of-way line of Lincoln Street; thence N00°06'36"W, 1,322.63 feet; thence N85°49'54"W, 224.38 feet; thence N12°45'21"W, 817.42 feet; thence N06°34'20"W, 299.18 feet; thence N89°58'37"W, 597.05 feet; thence S00°01'23"W, 40.00 feet; thence S89°58'37"E, 561.41 feet; thence S06°34'20"E, 265.70 feet; thence S12°45'21"E, 849.22 feet; thence S85°49'54"E, 216.90 feet; thence S00°06'36"E, 1,285.44 feet to the north right-of-way line of Lincoln Street; thence N89°59'32"E along said line, a distance of 40.00 feet to the point of beginning; containing 128,786 square feet more or less.



Rev. 3/10/09
Rev. 5/29/08

	Ruggles & Bohm, P.A. Engineering, Surveying, Land Planning		RB JOB 2270X	DRAWN WKC
	924 North Main (316) 264-8008 Wichita, Kansas 67203 (316) 264-4621 fax www.rbkansas.com E-mail: info@rbkansas.com		SHEET 2 OF 2	DATE 12/12/05 3/10/09

Stark Property

Proposed Road and Sewer Improvements



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CITY OF WICHITA
City Council Meeting
August 25, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Drainage Easement from 1316 West 47th Street South
Associated with the Paving of Elizabeth and 46th Street South. (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On September 9, 2008 the City Council approved the paving of Elizabeth between 45th Street and 46th Street South and the paving of 46th Street South from Elizabeth west to existing paving. The project requires the acquisition of a drainage easement along the west 20 feet of the property located at 1316 West 47th Street South. The property consists of 4.48 acres with minimal improvements. The proposed easement does not impact any improvements or trees.

Analysis: The property owner accepted the market based offer of \$2,000 for the 11,580 square foot easement. This equates to \$.17 per square foot. The easement will be used to construct a drainage ditch from 46th Street South to 47th Street South.

Financial Considerations: The funding source for the project is General Obligation Bonds and special assessments. A budget of \$2,500 is requested. This includes \$2,000 for acquisition and \$500 for administrative and filing fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving paving and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the utility easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Utility Easement and 3) Authorize the necessary signatures.

Attachments: Utility easement, aerial and tract map.

UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 2009, by and between, Wayne M. Smith, a single person, herein referred to as "Grantor", heirs and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of Two Thousand Dollars and no/100 (\$2,000.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing stormwater and public utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

The west 20.00 feet of the following described tract of land:

Beginning 681 feet West from the Southeast corner of the Southeast $\frac{1}{4}$ of Section 18, Township 28S Range 1 E of the 6th P.M., Sedgwick County, Kansas; thence North 639 feet; thence West 340.5 feet; thence South 639 feet; thence East 340.5 feet to point of beginning; except the North 30 feet for Street; and except the South 30 feet for Street.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such improvements.

IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.

Wayne M. Smith

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Wayne M. Smith, a single person, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

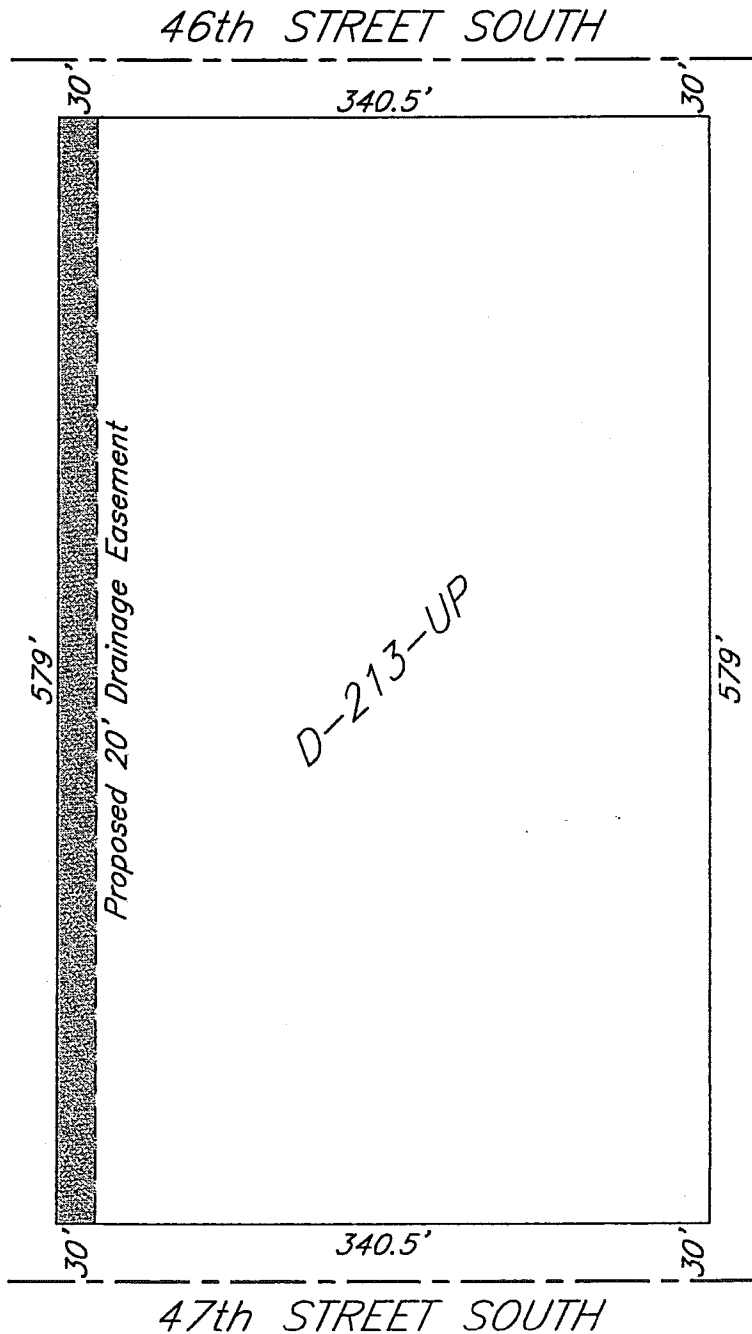
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public

My Appointment Expires: _____



TRACT MAP
D-213-UP
SE 1/4 of Sec 18, Twp 28S, R 1E
City of Wichita
SEDGWICK COUNTY, KANSAS



LEGEND:

Area Included in Proposed Drainage Easement.

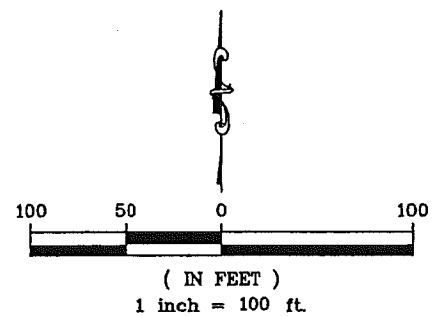
Easement Boundary (in property)

LEGAL DESCRIPTION:

Beginning 681 feet West from the Southeast Corner of the Southeast 1/4 of Section 18, Township 28S, Range 1E. Thence North 639 feet; Thence West 340.5 feet; Thence South 639 feet; Thence East 340.5 feet, to point of beginning; Except the North 30 feet for Street; and Except the South 30 feet for Street. All being in Section 18, Township 28S, Range 1E.

EASEMENT DESCRIPTION:

The West 20 feet of the said Parcel.



Southeast Corner
Southeast 1/4
Sec. 18, T 28 S
Range 1 E



**Senior Management Expenses
For the Month of June 2009**

Updated 03-30-2009

Employee by Department	Purpose	Amount
01-City Manager Staff		
Scott Moore, Assistant City Manager	All America City, Tampa FL	\$ 2,038.74
04-Law		
Gary Rebenstorf, Director of Law	A Gathering of US City Attorneys, Toronto Canada	1,298.44
		-
		-
05-Municipal Court		
Jennifer Jones, Administrative Judge	Natl Assoc of Drug Court Professionals, Anaheim CA	2,326.00
09-Housing & Community Services		
Mary K Vaughn, Director of Housing & Community Services	Natl Community Development Assoc Conf, San Antonio TX	1,872.84
Mary K Vaughn, Director of Housing & Community Services	2009 HUD Spotlight on Excellence Conference, Kansas City KS	570.24
Brad Snapp, Assistant Director of Housing & Community Services	South West Regional NAHRO Annual Conference, St Louis MO	1,764.25
17-Park		
Debbie Williams, Century II Director	2009 Public Assembly Facility Mgmt School, Wheeling VA	2,976.45
18-Water and Sewer		
David Warren, Director of Water & Sewer	AWWA Annual Conference & Exhibit, San Diego CA	2,451.16
Total		\$ 15,298.12



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for July 2009
DATE: August 10, 2009

The following claims were approved by the Law Department during the month of July 2009.

Baty, Blake	\$1,180.29
Catlin, Dale	\$ 93.54
Goodman, April	\$ 250.00
Ledbetter, Becky	\$ 525.00**
Minear, Brad	\$ 75.71
Riordan, Alice	\$ 66.91

*City Manager Approval

** Settled for lesser amount than claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

City of Wichita
City Council Meeting
August 25, 2009

To: Mayor and City Council

Subject: Phase II C&D Disposal Site Expansion at the Brooks Landfill (District VI)

Initiated By: Department of Public Works

Agenda: Consent

Recommendation: Approve the construction and necessary budget transfer.

Background: The continued success of the City's construction and demolition (C&D) land filling operations requires expansion of the Phase II C&D disposal site. Design of the expanded site was included with the original permitting documents submitted to, and subsequently approved by the Kansas Department of Health and Environment (KDHE) on November 9, 2006. Public Works staff has developed construction documents consistent with the approved design and is preparing to request formal bids for the construction.

Analysis: Expansion of the Phase II C&D disposal will satisfy requirements of the KDHE and allow adequate space for continued waste disposal operations, thereby ensuring maximum utilization of valuable, permitted airspace.

Financial Consideration: The construction estimate is \$250,000. Funds are available in the Landfill C&D operating budgets to address the cost of the work.

Goal Impact: By ensuring compliance with the requirements of the City's solid waste disposal permit, this work will support the Core Area and Neighborhood Goal through the provision of affordable C&D waste disposal for the public and City of Wichita maintenance crews. The continued operation of the C&D landfill is vital to maintain the cleanliness and vitality of the City.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the construction and authorize the necessary budget transfer.

Attachment: None.

**City of Wichita
City Council Meeting
August 25, 2009**

TO: Mayor and City Council

SUBJECT: Bentley Wellfield Water Quality Sampling and Reporting -
Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1 with Burns & McDonnell Engineering Company, Inc. for the operation and water quality sampling and reporting of the Bentley Wellfield Improvements.

Background: On October 3, 2000, the City Council authorized projects to begin developing new water supplies for the City. The projects were to develop water supply to meet the City's needs through the year 2050. One of the authorized projects is the redevelopment of the Bentley Reserve Wellfield, and on April 2, 2002, City Council approved initiating a design-build project to construct improvements to the Bentley Wellfield. The City Council approved the Contract on September 16, 2008, with Burns & McDonnell for design-build for the reconstruction of the Bentley Wellfield.

Analysis: In the mid-1950s, water supply wells were installed in the Bentley Reserve Wellfield, which is an area adjacent to the Arkansas River, south of Bentley. The wells were installed to supplement the City's water supply during the intense drought that occurred from 1952-1956 and were eventually abandoned due to the high salt content. The Water Supply Plan recommended that new wells be constructed at this site to provide water during peak summer days. While the water would have some salt content, during peak days it could be diluted enough so it would not affect the City's water quality. The design-build project was completed on March 18, 2009, for \$3,232,092 and the new wellfield is capable of providing over 10 million gallons per day of water.

One of the requirements by the state of Kansas is that the City develop and submit an operation, monitoring and reporting plan for the Bentley Wellfield. The operations plan includes a description of the water quality analyses that will be completed to monitor potential impact to the ambient groundwater in the wellfield area. In addition, the operations plan describes the observation system required to monitor water quality in the Equus Beds aquifer, which is adjacent to the wellfield. This will ensure that the aquifer is not degraded by lower quality surface water induced by the bank storage well operation and prevent impairment caused by all bank storage wells, according to requirements in Kansas Administrative Regulation 5-22-17.

The reporting schedule for the Wellfield is monthly for the first year of operation, quarterly for the second year and annually thereafter. The City currently does not own the required sampling equipment and does not have the staffing resources to sample or prepare the reports for the first year of operation. Burns & McDonnell can provide the first year of services, and the Water Utilities will assume quarterly sampling and reporting beginning April 2010.

Financial Considerations: The cost for one year of sampling is \$34,627. Funding for this project is available in W-549, Water Supply Plan, which is dedicated to new water supply development.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement for Bentley Wellfield Operation Water Quality Sampling and Reporting with Burns & McDonnell Engineering Company, Inc.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

BURNS AND McDONNELL ENGINEERING COMPANY, INC. HEREINAFTER CALLED
"DESIGNER"

FOR

BENTLEY WELLFIELD OPERATION WATER QUALITY SAMPLING & REPORTING

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design and construction of the Bentley Wellfield to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Article 3.04 of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Change Order duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

WHEREAS, this Supplemental Agreement is for professional services in lieu of construction services, the terms of the above referenced construction contract are replaced by the attached Terms & Conditions, and

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

DESIGNER shall perform professional engineering services for the operation Water Quality Sampling and reporting as described in Exhibit A. The estimated budget for these services is summarized in Exhibit A.

B. PAYMENT PROVISIONS

Payment to the DESIGNER for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed Thirty-Four Thousand Six Hundred Twenty-Seven Dollars (\$34,627.00).

C. PROJECT SCHEDULE

Sampling occurs monthly from April 2009 through March 2010. Reports are generated and submitted to the Kansas Division of Water Resources within 30 days of sampling.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 1 as of this _____ day of _____ in the year 2009.

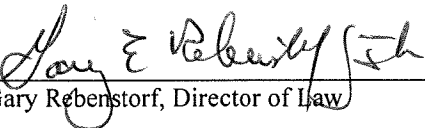
CITY OF WICHITA

By: _____
Carl Brewer, Mayor

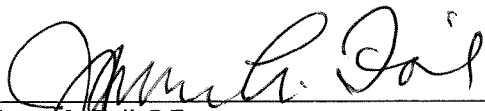
ATTEST:

By: _____
Pat Burnett, City Clerk

APPROVED AS TO FORM

By:  _____
Gary Rebenstorf, Director of Law

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By:  _____
James L. Foil, P.E.
Vice President, Infrastructure Group

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project : Bentley Wellfield Operational Sampling & Reporting

Date of Letter, Proposal or Agreement: _____

Client: City of Wichita, Kansas

Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. ("BMCD") will perform the services set forth in the above-referenced Letter, Proposal or Agreement, in accordance with these Terms and Conditions. BMCD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal or Agreement. Statements will be in BMCD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMCD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMCD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMCD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMCD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000 and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMCD as an Additional Insured or to endorse Client and BMCD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMCD in 3 A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMCD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMCD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMCD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMCD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend and hold harmless Client and BMCD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMCD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review and/or design clarifications, Client agrees to indemnify and hold harmless BMCD from any liability arising from this Project or Agreement, except to the extent caused by BMCD's negligence.

5. PROFESSIONAL RESPONSIBILITY - LIMITATION OF REMEDIES

A. BMCD will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMCD fails to meet the foregoing standard, BMCD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMCD in writing within one year from the completion of BMCD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMCD be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client or for governmental fines or penalties.

C. BMCD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMCD's insurance, will not exceed the greater of \$100,000 or the compensation paid for BMCD's services.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMCD and remedies of Client, whether liability of BMCD is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMCD's obligation to render services hereunder will extend for a period, which may reasonably be required for the completion of said services. BMCD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMCD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMCD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMCD's instruments of service. BMCD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMCD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMCD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMCD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMCD.

B. In the event that BMCD is to reuse, copy or adapt all or portions of reports, plans or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy and efficacy the information, data, and design provided by or through Client (including prepared for Client by others), for which BMCD shall rely on to perform and complete its services.

(continued on reverse side)

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMCD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMCD's experience, qualifications and judgment as a professional. Since BMCD has no control over weather, cost and availability of labor, material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such estimates or projections, BMCD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMCD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMCD in performing such services, notwithstanding the responsibility of BMCD set forth in Paragraph 5.A; To the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMCD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses, including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMCD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of or in any way relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMCD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMCD responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMCD the location and types of any known or suspected toxic, hazardous or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMCD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMCD agree that the scope of services, schedule and compensation may be adjusted accordingly. Client agrees to release BMCD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMCD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMCD.

14. TERMINATION

Services may be terminated by Client or BMCD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMCD all amounts due BMCD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMCD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMCD's services are substantially complete.

16. WITNESS FEES

A. BMCD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMCD pursuant to BMCD's then current schedule of hourly labor billing rates for time spent by any employee of BMCD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMCD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 16th Judicial Circuit Court of Jackson County Missouri, or the United States District Court, Western District of Missouri. *BM*

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMCD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMCD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal or Agreement contain the entire agreement between BMCD and Client relative to BMCD's services for the Project herein. All previous or contemporaneous agreements, representations, promises and conditions relating to BMCD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMCD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMCD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Exhibit A. Project Scope & Cost Summary

Project Name: Bentley Sampling Data Collection & Reporting
Project Location: Wichita, Kansas
Date: 06-Jul-09

Project Summary:
Bentley Wellfield Operation Monitoring & Reporting to DWR

Item No.	Description	Hours	Labor	Overhead Charges	Expenses	Subs	Task Total
Alternatives							
Alternative 1	Cost for designer to complete the initial and monthly sampling, data management & reporting for the first year of BWF operation (April 2009 through March 2010). Includes Task 1 & eleven Task 2s.	238.5	\$	29,001	\$	2,238	\$ 483 \$ 34,627

Tasks							
1	Initial event which includes database and report set-up and training City personnel. Collect water quality samples and water level data from five (5) observation wells, and download data from four (4) dataloggers at Bentley Wellfield. Samples will be analyzed for chlorides by the City lab - pH, conductivity & temperature measurements will be collected in the field. A pump discharge hose, and field parameter meter will be purchased for use during sampling, and transferred to the City once the City takes over data collection. A database for data and a reporting format will be developed that can be transferred to the City personnel and is easy to follow and stores the data necessary for the reports.	46	\$	6,731	\$	583	\$ 187 \$ 483 \$ 7,984
2	Additional sampling events where designer personnel collect water quality samples and water level data from five (5) observation wells and download data from four (4) dataloggers at Bentley Wellfield. Samples will be analyzed for chlorides by the City lab - pH, conductivity & temperature measurements will be collected in the field. Designer personnel will update database and generate monthly reports.	17.5	\$	2,025	\$	211	\$ 187 \$ - \$ 2,422

City of Wichita
City Council Meeting
August 25, 2009

TO: Mayor and City Council

SUBJECT: Mid-Continent Water Quality Reclamation Facility - Lease Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Lease Agreement for the Mid-Continent Water Quality Reclamation Facility.

Background: The updated Sewer Master Plan calls for the construction of a new sewage treatment facility in southwest Wichita, which is currently under construction at Mid-Continent Airport. The Department of Airports requested the Wichita Airport Authority approve the Lease Agreement with Wichita Water Utilities on October 21, 2008. In the City Council meeting of October 21, 2008, the Wichita Airport Authority approved the lease agreement for the Department of Airports and authorized the necessary signatures. For legal clarification, Water Utilities is requesting approval by the City Council to enter into the lease agreement with the Department of Airports.

Analysis: Airport and Water Utilities staff presented a 50-year term lease agreement for use of airport land on which the wastewater treatment plant is being constructed. The site encompasses 5.62 acres and will serve airport development and the neighboring Wichita community. Facility ownership will remain with the Water Utilities Department, as will the maintenance and operation of the facility throughout the term of the agreement.

Financial Considerations: Payment to the Wichita Airport Authority will result in a payment of \$1,202,789 from Water Utilities, which represents the net present value of land rental payment.

Goal Impact: This project addresses ensuring efficient infrastructure by accommodating the anticipated development at Wichita Mid-Continent Airport, as well as the needs of the neighboring Wichita community.

Legal Considerations: The Law Department approved the Lease Agreement as to form. It is necessary for Water Utilities to enter into a formal lease with the Airport Authority because they are separate legal entities, and the obligations of each party must be identified.

Recommendations/Actions: It is recommended that City Council: 1) approve the Lease Agreement; 2) approve the 2009 expenditure; and 3) authorize the Director of Water Utilities to sign the lease on behalf of the City and authorize other necessary signatures.

Attachments: Agreement by and between Water Utilities and the Wichita Airport Authority
Agenda dated October 21, 2008

City of Wichita
City Council Meeting
October 21, 2008

COPY

TO: Wichita Airport Authority

SUBJECT: Wichita Water Utilities of the City of Wichita – Lease Agreement
For Mid-Continent Waste Water Treatment Plant

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Vic S. White

Recommendation: Approve the Agreement.

Background: The updated Sewer Master Plan calls for the construction of a new sewage treatment facility (Waste Water Treatment Plant – WWTP) in southwest Wichita. The City hired Professional Engineering Consultants to assist in the identification and evaluation of possible sites. The City employed a multi-phase approach to identifying an appropriate site. The first phase was evaluation of sites by a committee composed of City Staff, the consulting engineers and citizens appointed by the District Advisory Board. Citizen input was also solicited through a public information fair. A technical review resulted in various sites being ranked. Ultimately a site located on Wichita Mid-Continent Airport was selected. At its April 19, 2005 Council meeting, the City Council approved the airport location, subject to approval by the FAA.

In March 2006, a letter was presented to the Federal Aviation Administration outlining the project and its location on Mid-Continent Airport, and suggesting the plant is needed to support and promote the anticipated development at Wichita Mid-Continent Airport, as well as the needs of the neighboring Wichita community. In a letter dated April 12, 2006 from Jeffrey Deitering, Airport Planning Engineer for the Federal Aviation Administration, Mr. Deitering stated that adequate information had been provided by Airport staff to justify utilizing the site for the WWTP, and that it will be acceptable for the property to be leased to the City at fair market value. The project has also been endorsed by the Wichita Airport Advisory Board.

Analysis: Airport and Water Utilities staff members are presenting a 50-year term lease agreement for use of airport land on which to construct a wastewater treatment plant. The site encompasses 5.62 acres and will serve airport development and the neighboring Wichita community. Facility ownership will remain with the Water Utilities Department as will the maintenance and operation of the facility throughout the term of the agreement.

Financial Considerations: Payment to the Wichita Airport Authority will result in an up-front payment of \$1,202,789 from the Wichita Water Utilities Department, which represents the net present value of land rental payment.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which improve the infrastructure of the Airport and facilitate future development.

Legal Considerations: The Law Department has approved the Agreement as to legal form. It is necessary for the Airport Authority to enter into a formal lease with the City because they are separate legal entities, and the obligations of each party and financial arrangements satisfactory to the FAA must be set out.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement; and authorize the necessary signatures. The Director of the Wichita Water Utilities will sign on behalf of the City of Wichita

Attachments: Agreement.

A G R E E M E N T

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

WICHITA WATER UTILITIES OF THE CITY OF WICHITA

for

Use of Land – Wichita Mid-Continent Airport
8018 West K-42 Highway

THIS AGREEMENT, made and entered into this October 21, 2008, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR;" and the WICHITA WATER UTILITIES OF THE CITY OF WICHITA, hereinafter referred to as the "LESSEE."

WITNESSETH:

WHEREAS, the Wichita Airport Authority of the City of Wichita, Kansas (the "Lessor") is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into this Agreement by and through its governing body; and

WHEREAS, the City of Wichita is a municipal corporation of the State of Kansas (the "Lessee") with the lawful authority to enter into this Agreement; and the Wichita Water Utilities is a department of the City of Wichita and operates wastewater treatment facilities on behalf of the City of Wichita; and

WHEREAS, Lessee desires to lease the premises from Lessor for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties are separate legal entities but desire to cooperate to the fullest extent allowed by law, to provide for the efficient construction and operation of a wastewater treatment facility for their mutual benefit, and desire to interpret the provision of this Agreement to allow for the fullest cooperation and coordination.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

1. **PREMISES.** Lessor does hereby lease to Lessee the premises located at 8018 West K-42 Highway on Wichita Mid-Continent Airport, consisting of 5.62 acres (244,807 sq. ft.), as outlined on Exhibit "A", attached hereto and made a part hereof. Such premises shall include the land and any facilities/improvements hereafter located on the land.
2. **TRAVERSED LAND FOR PIPING.** Lessee shall be allowed, on the Airport, to install piping underground to the Premises, in locations as reflected on Exhibit "B", attached hereto and made a part hereof. Such piping shall constitute a part of the Premises; however, no land rent shall be assessed to the land area reflected on Exhibit "B".
3. **USE.** The Premises shall be used only for the construction and operation of a publicly-owned, operated, and managed wastewater treatment plant, and for no other purposes unless approved by Lessor. It is understood and agreed that the Premises shall be used and occupied for purposes incidental or related to the utility support of Wichita Mid-Continent Airport's activities and anticipated development of the Airport and neighboring Wichita community.
4. **TERM.** The term of this Agreement shall commence October 21, 2008 for a period of 50 years through October 20, 2058, so long as the Premises are used for the purposes stated herein.
5. **RENTAL.** It is understood and agreed that the net present value, as determined by Lessor, of the annual land rental payments with a net present value is \$1,202,789. Payment of the net present value shall be paid to Lessor by Lessee no later than December 31, 2008. In the event

the land area is less than or greater than the 5.62 acres, the up-front payment shall be adjusted subject to agreement by both parties.

6. **OWNERSHIP OF IMPROVEMENTS.** The parties recognize and agree that during the term of this Agreement, so long as the improvements are used for the purposes outlined in Paragraphs 2 and 3 and are operated by the Lessee, ownership of the improvements shall remain with Lessee. At the termination of this Agreement, at the sole discretion of the Lessor, ownership shall revert to Lessor, unless a new lease Agreement is entered into at that time and the decision is made to allow ownership to remain with Lessee. In the event a new lease Agreement is not entered into, and Lessor elects not to assume ownership of the improvements at the termination of this Agreement, Lessee shall be required to comply with requirements set out in Paragraph 40 of this Agreement. Ownership shall not be transferred at any time to a third party, without consent of Lessor.

At the time ownership of the facility and improvements vest in Lessor, said ownership shall vest in Lessor without any cost or expense and be free and clear of any and all liens and encumbrances of whatsoever nature, except that Lessee shall have the right to contest such a lien and the requirements to remove a lien shall be stayed as long as Lessee is prosecuting in good faith the defense of such lien, including appeals. Lessee shall give Lessor such documentation satisfactory to Lessor evidencing the testing of ownership of the facility and improvements in Lessor. On the day of conveyance of the facility and improvements, the Lessee shall execute and deliver to the Lessor documentation transferring and conveying to the Lessor the facility and improvements as the case may be and warranting the facility and improvements conveyed to be free and clear of all liens and encumbrances, including but not limited to, construction mortgages, financing statements, and/or security agreements, laborer's, mechanic's, or materialman's liens, and any other liens for encumbrances not specifically enumerated herein. Further, on the date of conveyance, Lessee shall present to Lessor a release, in writing, releasing any interest it may have had in the Premises or the facility and improvements.

7. **REMOVAL OR ABANDONMENT OF A PORTION OF ALL OF THE FACILITY AND/OR IMPROVEMENTS.** Lessee agrees, upon the reasonable determination of the Lessor, to timely remove the existing pipeline or portions thereof and related improvements outside the runway and taxiway safety areas upon activation of the replacement line, as reflected on Exhibit "B". Upon the request of the Lessee, the Lessor shall consider the present and future expenses of such removal in the context of potential future development and may allow for the delay of such removal or may allow for identified portions of the pipeline to be appropriately capped and remain in place. The performance and costs of removal of abandoned pipeline shall be the responsibility of the Lessee, provided that the Lessee shall reimburse the Lessor for the reasonable costs of such removal in the event that the Lessee can not perform such removal in a timely manner as reasonably determined by the Lessor.

If at any time during the term of this Agreement, a portion or all of the facility and/or improvements is removed or abandoned, Lessee shall be required to restore the Premises, at Lessee's expense, to as good condition as existed at the commencement date of this Agreement. Such restoration shall be as directed by Lessor at the time the event occurs.

8. **LESSOR'S RIGHTS & PRIVILEGES.** Lessor expressly reserves from the Premises:
- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil;
 - (b) Air Space. A public right of flight through the air space thereabove;
 - (c) Navigational Aids. The right to install maintain and modify and/or permit others to install, maintain and modify on the Premises navigational aids; and
 - (d) Utility Installation. The right to install, maintain and modify utilities and to grant utility installations to others under, through, across or on the Premises located within 25 feet of the outside boundary lines;
 - (e) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises are prohibited except upon the specific approval of the Lessor.

Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the Premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee notice in writing of the exercise of its rights under (c) and (d).

9. **LESSEE'S RIGHTS & PRIVILEGES.** Lessee shall have the following rights and privileges on the Airport:

(a) The right to install, operate, maintain, repair and store upon the Premises all equipment necessary for the conduct of Lessee's business.

(b) The right of ingress and egress to and from the Premises, as outlined on Exhibit "A", which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all security and operational requirements and regulations; and

(c) The right in common with others authorized to do so to use the common areas of the Airport.

10. **FURNISHING OF WATER AND SANITARY SEWER SERVICES TO LESSOR'S AIRFIELD MAINTENANCE FACILITIES.** Lessee agrees to provide and maintain, at no cost to Lessor, water and sanitary sewer service infrastructure to all of Lessor's existing airfield maintenance facilities located adjacent to the site of the wastewater treatment plant, up to the demarcation points of Lessor responsibility as reflected on Exhibit "B". It is understood and agreed that, once constructed, Lessee may charge Lessor a fee for water and sewer service usage.

11. **CONSTRUCTION OF ACCESS ROAD.** Lessee agrees to construct, at Lessee's sole cost, an access road from Highway K-42 to the Premises, in a location mutually agreed upon between the parties. At all times during construction of the access road, Lessee agrees to allow for uninterrupted vehicular access between K-42 and the construction staging area north of the Premises and the Lessor's airfield maintenance facilities. Upon notice of

completion of construction, the Lessor shall become responsible for maintenance of the access road at its sole cost.

12. **LESSEE'S CONTROL OF ODORS.** In the event significant odors are detected on Lessor's properties adjacent to the Premises, Lessee shall take immediate corrective action to remedy the cause of the odors.
13. **REPAIR OF PAVEMENTS/LAND AREAS.** If any displacement or shifting of pavement or land area occurs in the runway and taxiway safety areas or in areas traversed by the underground pipe at any time during construction of the project or throughout the term of this Agreement as a result of the construction or operation of the facility, Lessee shall be required to take corrective action to repair the damaged area to Lessor's satisfaction.
14. **DESIGN & CONSTRUCTION.** Lessee agrees to construct a 65,600 sq.ft. facility on that portion of the Premises shown on Exhibit "A". If construction on the facility has not substantially begun by one year from the commencement of this Agreement, then Lessor has the option of giving notice and canceling this Agreement. Lessor may extend such time period in writing. If the Agreement is cancelled due to failure to construct the facility, Lessee shall be required to restore the Premises to as good condition as existed at the commencement date of this Agreement, and the Lessor will refund Lessee's up-front land rental payment, less any administrative charges assessed by Lessor.

Lessee agrees to and shall construct the improvements on the Premises subject to the terms and conditions herein set forth. Lessee shall cause the construction of the improvements to be coordinated with time schedules established by the Lessor should other construction be occurring at the Airport, which may be impacted by this project. Once the permits are obtained and the Director of Airports has approved the project, the Lessee has the right to enter the Premises and begin construction.

Lessee agrees to cause facilities for Lessee's use to be constructed on the Premises in accordance with plans and specifications to be prepared by Lessee and approved by Lessor. Plans and specification review submittals shall follow accepted practice for such

deliverables; and the Lessor shall provide comments, as applicable, on each submittal. Lessor retains the right to ask for special submittals, as reasonably needed, to fully understand the proposed improvements. No above-ground wires shall be installed.

A storm water management plan developed by an engineer familiar with storm water management must be submitted as part of the preliminary plan review process. Storm water management facilities shall be designed in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and the Federal Aviation Administration.

Lessee agrees (1) construction shall be administered, documented and observed on-site by professional architects and/or engineers to ensure compliance with the approved plans and specifications; (2) proposed construction changes to the approved plans and specifications shall be submitted to Lessor; (3) quality control testing shall be by an independent testing laboratory certified to provide services; (4) to repair or replace, at Lessee's expense and to Lessor's satisfaction, property damaged in the construction of the facilities and improvements by Lessee, its agents or employees; and (5) to provide Lessor, within 60 days following occupancy of the facilities, a complete reproducible set of record drawings and an electronic file in a format usable by Lessor. Upon completion of the facility, Lessee shall furnish a Certificate of Completion to Lessor which states that (1) the improvements have been completed in accordance with the plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens, with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises.

The approvals of this paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, Lessee shall indemnify and hold the Lessor harmless for any liability for regulatory or governmental approvals. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the facilities.

15. CONSTRUCTION COSTS, ALTERATIONS & NEW IMPROVEMENTS. Lessee

agrees to pay for all costs incurred in connection with the construction of said improvements, by making direct payment for all such costs as they are incurred. Lessee agrees to require contractors to name the Lessee, Lessor, and the City of Wichita as insureds, as their respective interests may appear, in any performance and labor and material payment bonds; comprehensive accident and public liability insurance; builder's risk completed value form insurance; or any other policies required in the construction of the Premises.

Lessee warrants that the improvements, when completed, will be necessary or useful in its development for use by Lessee for its purposes. Lessee agrees to proceed diligently to complete the improvements.

Lessee shall have the right during the term hereof, at Lessee's expense, at any time and from time to time, to construct upon the Premises such additional facilities and other fixed improvements as it may deem necessary or desirable in connection with its operation under this Agreement; provided, however, that Lessee shall first submit plans and specifications for such facilities to the Lessor for approval, which approval shall not be unreasonably withheld or unduly delayed. All such alterations, additions, or improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building and the Premises, or change the purposes for which the building or any part thereof, may be used. Any such alterations, additions, or improvements shall be erected at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises. All alterations, additions, and improvements, except "trade fixtures", put in at the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor, unless otherwise directed by Lessor. The term "fixed improvements", whenever used in this Agreement, shall be construed to include all structures erected upon the Premises; all fencing, grading and pavement; all

underground wires, cables, pipes, conduits, tanks and drains; and all other property of every kind and nature which is permanently affixed to the Premises, except Lessee's trade fixtures.

It shall be the responsibility of Lessee, to file all necessary alteration and construction forms with the Director of Airports for submission to the Federal Aviation Administration for approval, as may be required.

16. **LANDSCAPING AND SCREENING.** During the term of the Agreement, as properties adjacent to Lessee's site develop and/or a new access road into the interior of the Airport north of Lessee's site is constructed, Lessee shall provide landscaping on the north, east, and south portions of its leasehold to screen the facility from public view. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife hazard to aircraft operations.

All proposed landscaping plans and screening designs shall be submitted to the Director of Airports for review and approval. Lessee further agrees to provide any further landscaping that may be required, during the term hereof, by the Director of Airports for the purpose of screening from view any area of the Premises.

17. **INSPECTIONS.** Lessor shall have the right at any reasonable time prior to the completion of the improvements or any additions to the improvements, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the Lessor, the Lessee shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications.

18. **GRANTING OF EASEMENTS.** Lessee shall not, without the prior written approval of the Lessor (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, rights-of-way and other

rights or privileges, and Lessee agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by Lessee of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the Lessor requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of Lessee, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. Any payments or other consideration received by Lessor for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Lessor.

19. **LIENS.** Lessee, shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee, or any of its contractors or subcontractors upon the Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Premises by or at the direction of Lessee, except that Lessee, shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long as Lessee, is prosecuting in good faith the defense of such lien, including appeals.

20. **UTILITIES.** All utilities and utility services used by Lessee, in, on or about the Premises shall be contracted for by Lessee, in Lessee's own name and Lessee shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. Lessee agrees to pay, as and when due and payable, all bills for utility services. Lessor shall not be liable to Lessee for damages arising out of any cessation or interruption of gas, water, electricity, telephone, or other utility service during the lease term or any extension thereon, unless said damages were caused by Lessor and/or its employees, agents or contractor's negligence, acts of commission, or acts of omission.

Lessee agrees to pay for all utilities furnished through facilities owned by Lessor at the published rate established by Lessor and charged to other Lessees.

21. **MAINTENANCE & REPAIR.** Except as otherwise expressly provided herein, and excepting also reasonable wear and tear and damage by fire or other casualty or the elements, Lessee, at Lessee's sole cost and expense, shall take good care of and maintain, repair and replace the Premises and keep the Premises and all parts thereof in good order, condition and repair, including, without limitation, (i) all alterations, the roof, foundation, footings and all structural and non-structural components thereof) and all other improvements located in, on or about the Premises, (ii) all heating, plumbing, electrical, air-conditioning, mechanical and other systems, fixtures and equipment with respect to the Premises and all other improvements located in, on or about the Premises, (iii) utilities, and (iv) all common areas including, without limitation, lawns and planted areas, roadways, walks, parking lots, and loading areas.

Lessee, at its sole expense, shall at all times keep and maintain said Premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstructions; remove all snow and ice from the Premises pavements and parking areas, and mow and trim all natural growth when necessary.

Lessor, its agents or employees, shall have the right to enter upon said Premises at any and all reasonable times to inspect the condition of the same. Should Lessee, refuse or neglect to maintain its Premises as herein provided, Lessor shall have the right to perform such maintenance on behalf of and for the Lessee after thirty days written notice to Lessee. Any costs for such maintenance shall be paid for by Lessee, not later than thirty (30) days following demand by Lessor for such payment at Lessor's costs, plus twelve percent (12%).

22. **EXTERIOR SIGNS & ADVERTISING.** Lessee, agrees that no signs or advertising material shall be erected on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld.

23. **IMPOSITIONS.** Lessee shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this Paragraph and that should any such levy or assessment be threatened or occur Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment.

24. **INDEMNITY.** Lessee, shall protect, defend and hold Lessor and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of Lessor. The Lessor shall give to Lessee reasonable notice of any such claims or actions.

Lessor shall protect, defend and hold Lessee, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of Lessor's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of

where the injury, death or damage is caused by the negligence of Lessee. The Lessee shall give Lessor reasonable notice of any such claims or actions.

The provisions of this section shall survive the expiration or early termination of this Agreement.

25. DAMAGE, DESTRUCTION OR CONDEMNATION.

(a) In the event that the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and Lessee shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed improvements or parts thereof to as good condition as the same were in immediately prior to such damage or destruction, subject to such alterations as Lessee may elect to make as permitted in this Agreement.

(b) In the event that the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, and such damage, destruction or loss is not capable of being repaired at the determination of Lessee, Lessee shall have the election, indicated by written notice given to Lessor within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements, such election to be effective as of the date of such damage, destruction or loss. Where allowed by the insurance policy, insurance proceeds shall first be applied to the removal of damaged improvements from the Premises before such distribution.

(c) If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, Lessee shall, within ninety (90) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify Lessor in writing as to the nature and extent of such condemnation and whether it is practicable for Lessee to acquire or construct substitute improvements.

(d) Lessor shall cooperate fully with Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will Lessee voluntarily settle or consent to the settlement of any

prospective or pending condemnation proceedings with respect to the Premises without the written consent of Lessor.

26. **NON-WAIVER.** The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

27. **FIRE EQUIPMENT.** Lessee, shall furnish and maintain on the Premises sufficient fire extinguishing systems as may be required by city code, insurance risks, or as designated by Lessor.

28. **FIRE AND POLICE PROTECTION.** Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport, provided that Lessor may impose a fair and equitable charge for fire and police protection to all tenants on the Airport.

Lessee shall comply with all applicable regulations relating to Airport security and shall control the Lessee's Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

29. **ENVIRONMENTAL ASSESSMENT.** Lessor, at its expense, and to establish background levels, shall conduct a Phase-I environmental assessment and Limited Phase-II soil and groundwater investigation at the proposed site to establish a background level for volatile organic compounds (VOC) and the RCRA metals. Soil samples shall be collected from the site location, and these samples shall be analyzed for FOC's and total petroleum hydrocarbons (TPH). A copy of these reports shall be provided to Lessee upon execution of this Agreement, or prior to development of the site. A Phase-I and Phase-II shall also be conducted, at Lessee's expense, by an environmental consultant satisfactory to the Lessor, at the termination of this Agreement, and results shall be compared to the original background levels established prior to the Lessee's occupancy of the Premises. It any contamination of

the property has occurred through Lessee's fault, Lessee shall be required to re-establish background levels, in a timely manner and acceptable to Lessor.

30. ENVIRONMENTAL.

(a) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Premises or in connection with the Lessee's operations

thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Lessee shall immediately notify the Lessor in writing of said notice.

(d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a Hazardous Substance owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the Lessee at the request of the Lessor shall periodically perform (at the Lessee's expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment (each of which must be reasonably satisfactory to the Lessor) of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the Premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and

expenses incurred by the Lessor in the exercise of such rights shall be payable by the Lessee on demand.

(f) Neither Lessee nor Lessor shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The Lessee shall defend, indemnify, and save the Lessor and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Lessee by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Lessee, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, business invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the Lessor).

(h) The provisions of this article shall survive the termination of this Agreement.

31. **CANCELLATION BY LESSOR.** The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this lease as set forth herein.

In the event that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, Lessor may give Lessee written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the 60-day period and Lessee has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

32. **CANCELLATION BY LESSEE.** The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Lessee to use, for a period in excess of ninety (90) days, the airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) Default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from the Lessee of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Lessor shall have remedied the default prior to receipt of the Lessee's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the Lessee for a period of ninety (90) days from operating on and within the facility.

(e) In the event of total destruction of the building or the demised Premises.

(f) When the Lessee's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Lessor's or the Lessee's control.

No waiver of default by the Lessee of any of the terms, covenants and conditions hereof to be performed, kept and observed by Lessor, shall be construed to be or act as a waiver by the Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

Upon cancellation of this Agreement by the Lessee, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this lease, excepting those which had accrued prior to such cancellation.

33. **RULES & REGULATIONS.** Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by the Lessor or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of Premises.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Lessee be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

34. **SECURITY REGULATIONS.** Lessee must obtain Airport Security Identification (I.D.) Media for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as identified in Section 2. AIRPORT SECURITY AREA ACCESS AND IDENTIFICATION MEDIA SYSTEM of Operating Instruction No. 5, Wichita Mid-Continent Airport Aircraft Operations Area Procedures, current version, or as may be amended from time to time, and pay any related costs associated with this privilege. Said I.D. Media will be valid as set forth in Section 2. Of Operating Instruction No. 5, and must be returned to the Airport Public Safety Division with twenty-four (24) hours after expiration or suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the term of this Agreement.

Lessee covenants that it will at all times comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Lessee maintains. Lessee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for I.D. Media for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Lessee also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in Operating Instruction No. 5. Lessee hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), or the Lessor.

Should Lessee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should the Lessor be cited for a civil fine or penalty for such security violation, Lessee agrees to reimburse the Lessor for any monetary civil fine or penalty, which may be imposed on the Lessor by the TSA; however, nothing herein shall prevent the Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled to. Lessee will have I.D. Media/access privileges immediately suspended and/or revoked by the Lessor for failure to adhere to Section 2. Of Operating Instruction No. 5, or for failure to return all I.D. Media within the time frames specified herein. Such actions may also result in the termination of this Agreement, at the sole discretion of the Lessor, if such failure by Lessee is not cured by Lessee within thirty (30) days after receiving notice from Lessor of such failure.

35. **NON-DISCRIMINATION EEO/AAP.** The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age, marital status, national origin or ancestry in its operations or services, and its use or occupancy of property under this agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of

Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

36. **FAA REQUIREMENTS.** Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this lease.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.\

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This lease shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

37. **MODIFICATIONS FOR GRANTING FAA FUNDS.** In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

38. **ASSIGNMENT/SUBLEASE.** Lessee shall not assign this lease or any portion thereof, or sublet the Premises or any portion thereof, without the written consent of Lessor. Any proposed assignment or subletting shall first be submitted to the Lessor for its review and approval, and the Lessor may reject any such assignment or subletting for any reason.

All terms and provisions of this Agreement, including specifically, but not limited to the provisions relating to indemnification and insurance, shall be followed by any approved assignee or subtenant, and Lessee shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement. Subletting shall not relieve or release Lessee from any obligation herein contained which shall or may accrue or become a cause of action in favor of the Lessor.

Any such assignment or subletting or attempt thereat without the written consent of Lessor shall be void, and shall, at the option of the Lessor, terminate this Agreement.

39. **THIRD PARTY RIGHTS.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

40. **SURRENDER OF POSSESSION.** Lessee shall yield and deliver to Lessor possession of the Premises leased herein at the expiration or cancellation of this Agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall remove during the term hereof or at the expiration of such term all fixtures, equipment and other property installed or placed by it at its expense on or about the Premises herein leased, subject to Lessee's repairing any damage thereto caused by such removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees. In the event Lessee does not remove all of said property within thirty (30) days after the termination of this lease, the same shall be considered abandoned

and Lessor may dispose of said property without any further responsibility or liability to Lessee.

If, at the termination date of this Agreement, the improvements situated on the Premises are no longer operational or necessary, Lessee shall, at its expense, be required to remove the improvements and to restore the Premises to as good condition as existed at the commencement date of this Agreement, if requested by Lessor. If Lessee fails to remove the improvements within six months of the termination date of this Agreement, Lessor may remove the improvements and assess Lessee for Lessor's costs, plus 12%, for such removal, cleanup or restoration.

41. **NOTICES.** Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
P. O. Box 9130
Wichita, Kansas 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Wichita Water Utilities
City of Wichita
455 North Main
Wichita, KS 67202

or to such other respective addresses as the parties may designate in writing from time to time.

42. **HEADINGS.** The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this agreement.

43. INVALID PROVISIONS. It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.

44. KANSAS LAW TO GOVERN. This lease and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By Karen Sublett
Karen Sublett, City Clerk

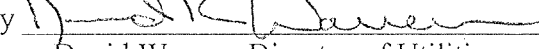
By Carl Brewer
Carl Brewer, President
"LESSOR"

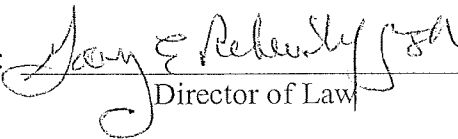
By Victor D. White
Victor D. White, Director of Airports



ATTEST:

WICHITA WATER UTILITIES OF THE
CITY OF WICHITA

By _____ By 
David Warren, Director of Utilities
"LESSEE"

APPROVED AS TO FORM:  Date: _____
Director of Law



**City of Wichita
City Council Meeting
August 25, 2009**

TO: Mayor and City Council

SUBJECT: Structural Inventory and Appraisal of 293 Bridges (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Every two years, the Federal Highway Administration and the Kansas Department of Transportation (KDOT) require the Structural Inventory and Appraisal of all bridges and box culverts maintained by the City of Wichita. The City's previous inspection report was submitted in 2007. The inspections are required to maintain eligibility for Federal funding for bridge repair and replacement projects, to aid in developing and performing maintenance programs and to prioritize projects for maintenance and Capital Improvement funding.

Analysis: On May 4, 2009, the Staff Screening and Selection Committee selected Professional Engineering Consultants, P.A. (PEC) to provide the inspection report for 2009. KDOT approved of the selection and prepared a 3-party agreement between KDOT, the City and PEC.

Financial Considerations: The estimated cost is \$80,000 with \$20,000 paid by the City and \$60,000 paid by Federal transportation grants administered by the KDOT. The funding source for the City share is General Obligation Bonds. The payment to PEC will on a cost plus basis not to exceed \$74,997.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed inspection of all bridges and box culverts maintained by the City.

Legal Considerations: The agreement and authorizing ordinance have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the project, place the ordinance on first reading, approve the agreement and authorize the signing of State/Federal agreements as required.

Attachments: CIP sheet, ordinance, agreements.

(Published in *The Wichita Eagle* on September 4, 2009.)

ORDINANCE NO. 48-414

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY A PORTION OF THE COSTS OF A CITY-WIDE STRUCTURAL INVENTORY AND APPRAISAL OF 293 BRIDGES (472-84855); AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES OF THE CITY FROM TIME TO TIME AS FUNDS ARE NEEDED FOR SUCH PURPOSE.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to procure an evaluation and analysis as necessary for bridge structural inventory and appraisal of 293 bridges throughout the City; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby further finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that general obligation bonds of the City in an amount not to exceed \$20,000, exclusive of the costs of interest on borrowed money (the "Bonds") be authorized and issued for the purpose of paying costs associated with the preparation of a bridge structural inventory and appraisal, said Bonds to be issued in accordance with the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to procure a City-wide bridge structural inventory and appraisal (the “Project”), and that the cost of such inventory and appraisal is estimated at not to exceed \$80,000 exclusive of the costs of interest on borrowed money, of which \$60,000 will be paid with federal grants administered by the Kansas Department of Transportation, leaving an estimated \$20,000 to be paid by the City of Wichita at large.

SECTION 2. The Governing Body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds under the authority of Article 12, Section 5 of the Kansas Constitution in an amount not to exceed \$20,000, exclusive of the costs of interest on borrowed money, for the purpose of paying the foregoing costs to be borne by the City of Wichita at large. Such Bonds shall be sold and delivered in accordance with the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the costs of the Project prior to the completion thereof and until issuance of the Bonds as hereinbefore provided, there shall be issued temporary improvement notes (the “Notes”), the aggregate amount of which shall not exceed the sum of \$20,000, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefore as funds are needed and required for the orderly completion of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefore by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this
1st day of September, 2009.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk
(Seal)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.


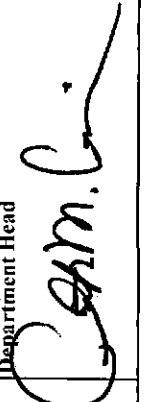
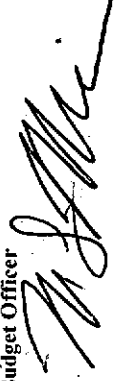
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 8/5/2009	4. Project Description & Location Bridge Inspection Program
5. CIP Project Number B-	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date As Required	10. Estimated Completion Date	11. Project Revised	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts	\$20,000		\$60,000
Drainage			\$80,000
Sanitary Sewer			
Sidewalk			
Water			
Traffic Signals			
Totals			\$60,000
Total CIP Amount Budgeted	\$20,000		\$80,000
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

* KDOT
472-84855

13. Recommendation: Approve the project, agreement and ordinance

Division Head 	Department Head 	Budget Officer 	City Manager
		Date	Date

**CONTRACT FOR
FEDERAL AID
ENGINEERING SERVICES
BY CONSULTANT
FOR BRIDGE INSPECTION AND ANALYSIS
(COST PLUS NET FEE AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 87 N-0518-01
CITY OF WICHITA
SEDGWICK COUNTY**

THIS AGREEMENT entered into and effective the date signed by the Secretary or designee, by and between the City of Wichita, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Professional Engineering Consultants, P.A., hereinafter referred to as the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-169, *et seq.* The Consultant's address is 303 South Topeka, Wichita, Kansas 67202. The LPA, Consultant, and Secretary hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the LPA has submitted an official request to the Secretary stating the LPA desires federal participation in the cost of the Preliminary Engineering (PE) Bridge Inspection and Analysis, including the cost of a Bridge Safety Review, hereinafter referred to as Engineering Services, for bridges located throughout the City of Wichita, hereinafter referred to as the "Project". The Project will be financed with the aid of Federal and LPA funds. The Project will be developed following the rules and regulations promulgated by the U.S. Department of Transportation in the Federal-Aid Policy Guide;

WHEREAS, the LPA's engineering forces will be unable to handle the work involved within the desired completion date and the LPA desires to engage the Engineering Services of the Consultant, including, but not necessarily limited to, the following; and

WHEREAS, the LPA desires Bridge Inspection and Analysis be provided by the Consultant in accordance with the Consultant's proposal and the regulations prescribed by Federal Highway Administration (FHWA).

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Parties hereto mutually agree as follows:

ARTICLE I

THE LPA AGREES:

1. To make or contract to have made the Bridge Safety Review in accordance with The National Bridge Inspection Standards in 23 CFR 650.301, *et seq.*, the current Recording and Coding Guide for the Structure Inventory and Appraisal of the National's Bridges, the Bureau of Local Projects' (BLP) requirements in the BLP Bridge Inspection Manual, and the Proposal for Engineering Services in Special Attachment No. 6 which is attached and made a part of this Agreement.

2. To review the Consultant's schedule and to monitor the Consultant's actual progress throughout the period of this Agreement.

3. To compensate the Consultant for services provided by the Consultant. Compensation shall be based upon the Consultant submitting to the LPA attestation billing approved by a licensed professional engineer indicating the Engineering Services were provided by the Consultant in conformity with the Paragraph No. 1 above. Compensation for Engineering Services by the Consultant shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$9,680.00 in conformance with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, *et seq.* The upper limit of compensation for services detailed in the Agreement shall be \$74,997.00.

4. During the progress of work covered by this Agreement, partial payments may be made to the Consultant by the LPA within thirty (30) days of receipt of proper billing. Such payments will be made after receipt of proper billing, which has been approved by a licensed Professional Engineer employed by the Consultant stating the Engineering Services were performed in substantial compliance with Paragraph No. 1 above, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable to the LPA and the Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period. Accumulated partial payments shall not exceed ninety-five percent (95%) of the total fees earned, prior to approval and acceptance of completed work by the LPA, the Secretary, and FHWA. Partial payments due shall be defined as the accumulated total fees less the total of previous payments times ninety-five percent (95%).

5. Final payment due under provisions of this Agreement shall be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.

6. To accept the method for receiving reimbursement from the Secretary for the eligible amount of federal-aid funds for the Engineering Services by the Consultant as described in Article II, Paragraph 5.

7. To hereby expressly save the Secretary and the Secretary's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from acts, errors, mistakes, or omissions from the LPA's operation in connection with the services to be performed hereunder.

8. To have signs installed, in a timely manner, upon receiving notice from the Consultant for those bridges requiring weight restrictions. Signs shall be installed according to the current version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

9. To maintain for the life of the bridge a file of all inspections (previous and current) and records of maintenance performed for each bridge.

ARTICLE II

THE SECRETARY AGREES:

1. Upon receipt of the necessary approval from FHWA for the documents required for this Agreement, the Secretary will issue a Notice to Proceed to the LPA and the Consultant in writing regarding the approved date for the Consultant to begin work.

2. To notify the LPA and the Consultant of the status of the received and updated data.

3. During the process of work covered by this Agreement, partial payments may be made to the LPA after receipt of proper billing indicating payments to the Consultant and supported by a progress schedule all found acceptable to the Secretary. The Secretary will voucher FHWA for the eligible amount of said partial payment reimbursable and make payment to the LPA in the amount from the Federal-Aid funds that are approved and transmitted by FHWA to the Secretary. Partial payment billings received from the LPA will be for ninety-five percent (95%) of the actual costs incurred and net fee earned by the Consultant under Article I, Paragraph 3 hereof. No additional retainage will be necessary.

4. Final Payment to LPA.

(a) Final payment to the LPA should be made within ninety (90) days after receipt of proper billing and final approvals, utilizing an accounting procedure similar to that as outlined above, provided all administrative audits and other procedures in connection therewith have been completed. If said procedures have not been completed within ninety (90) days, then payment will be made upon completion thereof.

(b) It is the policy of KDOT to make final payments to a LPA in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-128, "Audits of State and Local Governments" and in 49 C.F.R. 18 (Common Rule), require an audit be performed by an independent, certified public accountant in accordance with those standards.

(c) KDOT may pay the final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. KDOT and the LPA agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), KDOT will review the Single Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees if payment

has been made to the LPA for items subsequently found to be not eligible for reimbursement by audit, the LPA will refund to KDOT the total amount of monies paid for same.

ARTICLE III

THE CONSULTANT AGREES:

1. To provide complete Engineering Services for all the LPA bridges as contained in Special Attachment No. 1, which is attached to this Agreement and hereby incorporated into the Agreement and made a part thereof.

2. To provide Engineering Services in conformity and in accordance with the current The National Bridge Inspection Standard (23 CFR 650.301, *et seq.*), the current Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, and the Bureau of Local Projects' (BLP) Bridge Inspection Manual and Special Attachment No. 6 (Consultant's Proposal), which is attached to this Agreement and hereby incorporated into the Agreement and made a part thereof.

3. To accept the sole responsibility for adequacy and accuracy of engineering services. The Secretary or his or her representative's review of these items of the engineering services is not intended to and shall not be construed to be an undertaking of the LPA and the Consultant's duty to provide adequate and accurate engineering services. Any review by the Secretary or his or her representative of the engineering services performed is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate engineering services. Such reviews are not done for the benefit of the Consultant the LPA or other political subdivisions or the traveling public. The Consultant agrees KDOT and the Secretary makes no representation, express or implied warranty to any person or entity as to the adequacy or accuracy of the engineering services data provided by the Consultant on behalf of the LPA.

ARTICLE IV

THE PARTIES HERETO MUTUALLY AGREE:

1. The Secretary may make periodic review of the Bridge Safety Review of the Project and the records of the LPA and the Consultant as may be deemed necessary or desirable. The LPA will direct or cause its Consultant contractor to accomplish any corrective action or work required by the Secretary or his or her representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the LPA, the Consultant, the contractor, or any third party) the duty to perform the review of the day-to-day detailed Bridge Safety Review of the Project, or to catch the Consultant's errors, omissions, or deviations from the Special Attachment No. 6.

2. The Consultant and the LPA shall meet and review the Bridge Safety Review data prior to the submittal of the Bridge Safety Review data to the Secretary. The Consultant and the LPA shall submit to the Secretary a signed statement by the Consultant and the LPA that they have both met together and reviewed the Bridge Safety Review data.

3. The right is reserved by the LPA with the approval of the Secretary to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.

4. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.

5. In the event the Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered.

6. In the event the services of the Consultant are terminated by the LPA and the Secretary for fault, including but not limited to; unreasonable delays in performance; failure to respond to the LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered to the Secretary up to the time of termination. The value of the services performed, rendered, and delivered will be determined by the LPA and the Secretary. In the case of any dispute as to payment arising under this Agreement, pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement Parties.

7. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in Article I, Paragraph 5 above.

8. The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.

9. All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.

10. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Agreement.

11. The Secretary may require the Consultant and the Consultant's subcontractors to be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of Title 48 Code of Federal Regulations (CFR) Chapter 1.

12. The Consultant shall use a fixed overhead rate that shall be 129.46 % for both the Agreement and any supplements to the Agreement for the purpose of billing the Secretary.

13. When compensation for services required is by the actual cost plus a net fee method, overhead rates will be submitted to the Secretary by the Consultant for audit within seventy-five (75) days after completion of the Consultant's fiscal year. Overhead rates will be audited and the Consultant will assemble work papers for the audit at their normal place of business.

14. The Parties may arrange for such conferences as may be necessary or desirable and that work in progress may be viewed at the Consultant's offices.

15. An extension of time shall be granted to the Consultant for delays recognized by the LPA and the Secretary as unavoidable; PROVIDED, such extension of time shall be requested by the Consultant in writing, stating the reasons therefore.

16. Special Attachment No(s). one (1) to eight (8) attached hereto are incorporated herein by reference.

17. The Parties mutually agree, correlation, interpretation, and intent of the Agreement Documents, including this Agreement and Special Attachments thereto, shall be as follows:

- (a) This Agreement, the Notice to Proceed and all supplemental agreements shall be defined as the Agreement Documents.
- (b) The Agreement Documents comprise the entire Agreement between the Secretary, the LPA, and the Consultant. They may be altered only by supplemental agreement.
- (c) The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Agreement Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement, and Notice to Proceed.

18. It is further agreed this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns.

19. It is further agreed no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the day and year first above written.

RECOMMEND FOR APPROVAL:

Jim Penner 8-4-09
Wichita City Engineer (Date)

APPROPRIATE LOCAL OFFICIAL

Mayor of Wichita (Date)

ATTEST:

Wichita City Clerk (Date)

ATTEST:

BY: _____
Title

Professional Engineering Consultants, P.A.
Name of Consultant Firm

BY: *Richard A. Schlitt* 7/22/2009
Name (Date)

Secretary/Treasurer
Title

APPROVAL AS TO FORM

Gary Rebenstorf
Gary Rebenstorf, Director of Law

Debra L. Miller
Secretary of Transportation

Jerome T. Younger, P. E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer

INDEX OF ATTACHMENTS

Special Attachment No. 1	Supporting Engineering Fee Data Sheet
Special Attachment No. 2	Certification
Special Attachment No. 3	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994
Special Attachment No. 4	Example Voucher for LPA to voucher KDOT
Special Attachment No. 5	Contractual Provisions Attachment
Special Attachment No. 6	Consultant's Proposal
Special Attachment No. 7	Certificate of Compliance with K.S.A. 46-239(c)
Special Attachment No. 8	Watermark

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 S. Topeka
Wichita, KS 67202

Special Attachment No. 1

Exhibit "A"

Supporting Data Sheet
for
ESTIMATE OF ENGINEERING FEE

Project No. 87 N-0371-02
'09 City of Wichita Bridge Inspection
for
Wichita, Sedgwick County, Kansas

A. Direct Payroll

I. Field Inspection and/or Inventory

Structure Type	Number of Bridges	Employee	Estimated Hours	Average Salary	Extension
1. Steel Trusses	0	a. Engineer	0	30.00	= \$0.00
		b. Technicians	0	19.00	= \$0.00
		c. Clerical	0	15.00	= \$0.00
		Subtotal =	0	= \$0.00	
2. Steel Bridges (Except Trusses)	5	a. Engineer	20	30.00	= \$600.00
		b. Technicians	20	19.00	= \$380.00
		c. Clerical	0	15.00	= \$0.00
		Subtotal =	40	= \$980.00	
3. Concrete Bridges	100	a. Engineer	80	30.00	= \$2,400.00
		b. Technicians	80	19.00	= \$1,520.00
		c. Clerical	0	15.00	= \$0.00
		Subtotal =	160	= \$3,920.00	
4. Concrete Boxes (RCB's)	177	a. Engineer	145	30.00	= \$4,350.00
		b. Technicians	145	19.00	= \$2,755.00
		c. Clerical	0	15.00	= \$0.00
		Subtotal =	290	= \$7,105.00	
5. Timber	1	a. Engineer	3	30.00	= \$90.00
		b. Technicians	3	19.00	= \$57.00
		c. Clerical	0	15.00	= \$0.00
		Subtotal =	6	= \$147.00	
6. Other Structures	10	a. Engineer	50	30.00	= \$1,500.00
		b. Technicians	50	19.00	= \$950.00
		c. Clerical	0	15.00	= \$0.00
		Subtotal =	100	= \$2,450.00	
Subtotal for Field Inspection			=	596	\$14,602.00

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 S. Topeka
Wichita, KS 67202

Exhibit "A"

Supporting Data Sheet
for
ESTIMATE OF ENGINEERING FEE

Project No. 87 N-0371-02
'09 City of Wichita Bridge Inspection
for
Wichita, Sedgwick County, Kansas

A. Direct Payroll

II. Office Analysis

Structure Type	Number of Bridges	Employee	Estimated Hours	Average Salary		Extension
1. Steel Trusses	0	a. Engineer	0	31.00	=	\$0.00
		b. Technicians	0	22.00	=	\$0.00
		c. Clerical	0	15.00	=	\$0.00
		Subtotal =	0		=	\$0.00
2. Steel Bridges (Except Trusses)	5	a. Engineer	5	31.00	=	\$155.00
		b. Technicians	2	22.00	=	\$44.00
		c. Clerical	0	15.00	=	\$0.00
		Subtotal =	7		=	\$199.00
3. Concrete Bridges	100	a. Engineer	200	31.00	=	\$6,200.00
		b. Technicians	50	22.00	=	\$1,100.00
		c. Clerical	0	15.00	=	\$0.00
		Subtotal =	250		=	\$7,300.00
4. Concrete Boxes (RCB's)	177	a. Engineer	140	31.00	=	\$4,340.00
		b. Technicians	30	22.00	=	\$660.00
		c. Clerical	0	15.00	=	\$0.00
		Subtotal =	170		=	\$5,000.00
5. Timber	1	a. Engineer	2	31.00	=	\$62.00
		b. Technicians	0	22.00	=	\$0.00
		c. Clerical	0	15.00	=	\$0.00
		Subtotal =	2		=	\$62.00
6. Other Structures	10	a. Engineer	20	31.00	=	\$620.00
		b. Technicians	15	22.00	=	\$330.00
		c. Clerical	0	15.00	=	\$0.00
		Subtotal =	35		=	\$950.00
Subtotal for Office Analysis			=	464		\$13,511.00

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 S. Topeka
Wichita, KS 67202

Exhibit "A"

Supporting Data Sheet
for
ESTIMATE OF ENGINEERING FEE

Project No. 87 N-0371-02
'09 City of Wichita Bridge Inspection
for
Wichita, Sedgwick County, Kansas

B. Summary of Direct Payroll for Field Inspection and Office Analysis

a. Eng.(Field)	298	30.00	=	\$8,940.00
Eng.(Office)	367	31.00	=	\$11,377.00
b. Tech.(Field)	298	19.00	=	\$5,662.00
Tech.(Office)	97	22.00	=	\$2,134.00
c. Clerical	0	15.00	=	\$0.00
Total =	1060		=	\$28,113.00

C. Salary Related and General Overhead (129.46%) = \$36,400.00

D. Total Payroll plus Overhead = \$64,513.00

E. Net Fee = \$9,680.00

F. Total Direct Payroll, Overhead and Net Fee = \$74,193.00

G. Direct Expenses:

		Per mile rate	miles		
Mileage:	Auto @	0.55	440	=	\$242.00
	Truck @	0.60	650	=	\$390.00

Meals: = \$125.00

Other: Digital Picture Storage = \$47.00

Total Other Direct Expenses = \$804.00

H. TOTAL COST PLUS NET FEE = \$74,997.00

Project No. 87 N-0371-02
City of Wichita
Sedgwick County

CERTIFICATION
CERTIFICATION OF CONSULTANT

I hereby certify that I am the Secretary/Treasurer and duly authorized representative of the firm of
Professional Engineering Consultants, P.A. whose address is
303 S. Topeka Wichita
KS 67202-4309 and that neither I nor the above firm I here represent has:

- (a) employed or retained for the commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of the Kansas Department of Transportation in connection with this agreement and is subject to applicable state and federal laws, both criminal and civil.

July 22, 2009
(Date)

Richard A. Schlitt
(Signature)

**CERTIFICATION OF THE DEPUTY SECRETARY FOR ENGINEERING AND
STATE TRANSPORTATION ENGINEER**

I hereby certify that I am the Deputy Secretary for Engineering and State Transportation Engineer of the State of Kansas and that the above Consultant or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

Debra L. Miller
Secretary of Transportation

(Date)

Jerome T. Younger, P. E.
Deputy Secretary for Engineering and
State Transportation Engineer

Project No. 87 N-0371-02
City of Wichita
Sedgwick County

CERTIFICATION OF CITY OF WICHITA

We hereby certify that we are the above-noted City's Appropriate Local Officials authorized to sign for the City and the Consultant noted in Sheet 1 of this Special Attachment or his representative has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or,
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as herein expressly stated (if any):

We acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

Mayor of Wichita

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL
JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and
any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-

assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation
- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

STATE OF KANSAS
DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS & REPORTS
DA-120 DOT-2 (Rev. 11-91)

PAYMENT VOUCHER

Warrant No.	
Agency No.	Div. No.
276	V
Current Document Number	

Document Date:	Effective Date:	Due Date:
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Vendor Information		Paying Agency Name & Address	
No./Sfx	Electronic Deposit	KANSAS DEPARTMENT OF TRANSPORTATION	
Name:	Mr. Michael Jacobs, P.E.	RONALD J. SEITZ, P. E., CHIEF	
	City of Wichita Special Projects Engineer	BUREAU OF LOCAL PROJECTS	
Street:	455 North Main, City Hall, 7th Floor	700 SW HARRISON ST., 10TH FL., ESOB	
City, State, Zip:	Wichita, KS 67202	TOPEKA, KANSAS 66603-3745	

Sfx	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj.	Det.	Amount
01											
Invoice No.	Description						Agency Use				
Sfx	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj.	Det.	Amount
02											
Invoice No.	Description						Agency Use				
Sfx	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj.	Det.	Amount
03											
Invoice No.	Description						Agency Use				
Sfx	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj.	Det.	Amount
04											
Invoice No.	Description						Agency Use				
											Document Total

Date & Inv. No.	Quantity	Unit	Description	Unit Price	Amount
			Project No. 87 N-0371-02, CMS Contract No.		
			City of Wichita, Sedgwick County		
			Engineering Agreement Date:		
			Payment No.		
			Total compensation not to exceed		\$74,997.00
			Previous earned by City from KDOT		0.00
			Previous payments to City by KDOT		0.00
			Total claimed to date by Consultant		0.00
			Less \$500.00 retainage (Final Voucher only)		0.00
			Subtotal		0.00
			Less previous payments to City by KDOT		0.00
			Amount due vendor		0.00
Document Total					

Audited:	Coded:	Approved:	Approved:	Approved:
		Office in charge	Bureau Chief/Dist. Eng.	State Transportation Controller
I do hereby certify that the above bill is just, correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the law.			I do hereby certify that the within was contracted for the State, under authority of law, and that the amount therein claimed is correct according to such contract and is unpaid.	
(Claimant sign here)				
By _____ (Firm Name)				
Date _____				

"Example Billing - Cost Plus Net Fee Agreement"
Preliminary Engineering by Consultant

Detailed Itemized Statement of Amount being Claimed by Consultant

Date 09-30-2001

Project No. 109 C-0000-01

For services from August 1, 2001 through August 31, 2001.

Billing Statement No. 1

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
Ron Roads	Engineer	20	\$18.00	\$ 360.00	
Bill Bridges	Technician	100	\$15.00	\$1,500.00	
Carla Curbs	Technician	30	\$12.00	\$ 360.00	
Mary Median	Clerical	10	\$ 9.00	\$ 90.00	
				<u>\$2,310.00</u>	

Sub-Total = **\$2,310.00**

B. Salary Related and General Overhead @ 100.00 % = **\$2,310.00**

C. Total Payroll plus Overhead (A + B) **\$4,620.00**

D. Net Fee **\$460.00**

E. Total Direct Payroll, Overhead and Net Fee (C + D) **\$5,080.00**

F. Direct Expenses

Per Diem & Subsistence

Bill Bridges	10 days @ \$50/Day	\$500.00
Carla Curbs	3 days @ \$50/Day	<u>\$150.00</u>
		\$650.00

Mileage

Auto	500 miles @ \$0.20/mile	\$100.00
Pickup	500 miles @ \$0.20/mile	<u>\$100.00</u>
		\$200.00

Equipment Rental

Nuclear Density Meter	15 hours @ \$20/hour	\$300.00
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Testing Laboratory (Rockshaker Testing Co., Inc.)

See Attachment with hours and costs **\$420.00**

Total Direct Expenses **\$1,570.00**

G. TOTAL COST CLAIMED (E + F) **\$6,650.00**

SIGNATURE:

Company Representatives Name

Date

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

PROPOSAL FOR ENGINEERING SERVICES

Local Public Authority
Bridge Inspection and Analysis

PROJECT NO. 87 N-0371-02

CITY OF WICHITA

SEDGWICK COUNTY

The consulting engineering firm of Professional Engineering Consultants, PA with offices located at 303 S. Topeka, Wichita, Kansas,

67202 - 4309 hereinafter referred to as the CONSULTANT has reviewed the information transmitted by the Local Public Authority (LPA) of City of Wichita, hereinafter referred to as the LPA. Based on this information the CONSULTANT submits the following proposal:

1. The LPA has requested a proposal for Engineering Services from the CONSULTANT (Consultant has been selected by the Kansas Department of Transportation's (KDOT) Quality Based Selection Procedure) for Bridge Inspection and Analysis of all the LPA's bridges (bridges as defined by the 23 C.F.R. § 650.301 *et seq.*) located within the boundaries of the LPA.
2. The LPA requires the Engineering Services provided by the CONSULTANT to be in accordance with regulations prescribed by the Federal Highway Administration, hereinafter referred to as the FHWA and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.
3. The CONSULTANT agrees to complete the following Engineering Services for the LPA bridges:

A. Perform inspection and analysis and complete "all" data items in National Bridge Inspection Standards (NBIS-FHWA) and Kansas Bridge Inspection Standards (KBIS-KDOT), with the following revisions or additions:

(1) On all Inspections

- (a) Identify and report Fracture Critical features of a bridge. (A Fracture Critical In-Depth inspection may be performed by a separate KDOT contract.)

- (b) Identify and report bridges needing a Type 4 Underwater Inspection per KBIS standards. (A Type 4 Underwater Inspection may be performed by a separate KDOT contract.)
- (c) Provide a "Scour Assessment." Identify and report bridges where a "Hydraulic Analysis" is needed. If a previous "Hydraulic Analysis" was completed, verify that conditions are substantially the same. ("Hydraulic Analysis" may be performed by a separate contract.)
- (d) Provide electronic files in an approved format containing the LPA's bridge data. (LPA to submit one copy to KDOT.)
- (e) Place a current printed inspection Structural Inventory and Appraisal (SI&A) sheet and a picture of the underside of the bridge in each bridge file of the LPA.
- (f) Provide two copies of the KDOT "Certifications" signature page. (LPA to submit one copy to KDOT.)

(2) On Routine Inspections (bridges inspected and reported at prescribed intervals).

- (a) Perform load ratings (five trucks per Chapter 4 of the KDOT Bridge Design Manual) where the current inspection indicates condition changes affect the bridge load carrying capacity.

(3) On Inventory Inspections (bridges not previously inspected or reported)

- (a) Update the map showing the location of all LPA bridges.
- (b) Place six pictures in the LPA bridge file. (both approach roadways, upstream and downstream channel, bridge elevation, and underside of bridge)
- (c) Perform load rating for five trucks per Chapter 4 of the KDOT Bridge Design Manual.

B. REPORT – Provide a report to the LPA of recommended repairs and maintenance for each bridge. Include a summary of action items identified by the NBIS and KBIS inspection. Where appropriate, identify bridge modification "alternatives" that maximize the "ton-days" a "route" can safely convey. Include pictures to identify needs. Include a map of all LPA bridges. (LPA to submit a map showing the location of Inventory Inspection bridges to KDOT.)

C. In addition to the above Engineering Services the CONSULTANT will assume the following obligations that are to be included in an agreement that is to be completed at a later date:

- (1) To have available at the CONSULTANT's office located at 303
S. Topeka, Wichita,
Kansas, 67202 - 4309 for review by the LPA, the SECRETARY and the FHWA's personnel, the National Bridge Inventory (NBI) data being updated and the supporting information for that data.
- (2) To provide all information and documents pertaining to this Project to the LPA prepared in accordance with the SECRETARY's standard practice. All such information and documents shall become the property of the LPA upon the completion of this project without restrictions as to their further use.
- (3) Provide traffic control signing on or along any street or highway where the CONSULTANT has crews working. The size, shape, color and placement of all signs shall comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways as approved by the American Association of State Highway and Transportation Officials and the Department of Transportation, FHWA.
- (4) The CONSULTANT will complete the Bridge Inspection and Analysis as per the required progress schedule and submit the data as required by October 19, 2009.
- (5) Furnish two (2) copies of each proper billing to the LPA.
- (6) Accept compensation for the performance of Engineering Services herein described in such amounts and at such intervals as indicated in the agreement that is to be completed.
- (7) Prepare an estimated schedule for performance of Engineering Services described in the agreement that is to be completed (may be bar chart or other acceptable method) for the approval by the LPA and the SECRETARY. Upon approval of the schedule report to the LPA and the SECRETARY actual progress at monthly intervals approved by the LPA and SECRETARY.
- (8) Make all documents and accounting records pertaining to the work covered by the agreement to be completed available at the CONSULTANT's office to representatives of the LPA, the SECRETARY and the FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.

- (9) Accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the CONSULTANT's employee engaged in work authorized by the agreement that is to be completed.
- (10) Become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (11) Be responsible for any and all damages to property and/or persons arising out of an error, omission and/or negligent act in the CONSULTANT's performance of services under the agreement to be completed.
- (12) To save the LPA, the SECRETARY and their authorized representatives harmless from any and all costs, liabilities, expenses, suites, judgments and damages to persons or property caused by the CONSULTANT, its agents, employees or subcontractors which may result from acts, errors, mistakes or omissions from the CONSULTANT's operation in connection with the services to be performed hereunder.
- (13) To warrant the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure the agreement that is to be completed, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the agreement that is to be completed. For breach or violation of this warranty, the SECRETARY shall have the right to annul the agreement that is to be completed without liability, or in his or her discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- (14) The CONSULTANT will not, without prior written approval from the SECRETARY, exceed the upper limit of the engineering fee described and agreed to by the parties herein. Failure to receive written approval will result in loss of compensation for this work by the CONSULTANT.
- (15) The CONSULTANT agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance, Special Attachment No. 7, which will be an attachment to the agreement that is to be completed.

4. The CONSULTANT will prepare revised forms and submit revised data made necessary by errors, omissions or negligence of the CONSULTANT upon request by the LPA and/or the SECRETARY.
5. The fees proposed by the CONSULTANT for the performance of services are as follows:
 - A. Compensation for services provided by the CONSULTANT under the terms of the agreement that is to be completed shall be made on the basis of the CONSULTANT's actual cost plus a net fee amount of \$ 9,680.00 in conformance with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Policy Guide and 48 C.F.R. § 31.000 *et seq.* The upper limit of compensation for services detailed in the agreement that is to be completed shall be \$ 74,997.00.
6. Should the LPA deem it necessary for the CONSULTANT to render additional services of the nature outlines in the agreement that is to be completed after completion of the agreement, the CONSULTANT agrees to render such requested services. Such services shall be paid for in the amount and manner mutually agreed upon by the LPA and the CONSULTANT.
7. The CONSULTANT must request and obtain approval in writing for an extension of time from the LPA and the SECRETARY for delays beyond the control of the CONSULTANT.

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
CONSULTANT

BY: Richard A. Schlitt

SECRETARY/TREASURER

Title

MAY 15, 2009

Date

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member. That legislator is _____,
Business Telephone _____, Address (Street, City, State, Zip Code) _____,

or

 X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is a part of this transaction.

Date: July 22, 2009

By: Richard A. Schlett

Project No. 87 N-0518-01

City: Wichita

County: Setgwick

USE RESTRICTED 23 U.S.C. § 409